

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.730

Agenda No. 10.A

Approved: NOV 13 2013

TITLE:

**RESOLUTION AUTHORIZING THE INSERTION  
OF SPECIAL ITEMS OF REVENUES AND  
APPROPRIATIONS IN THE CY 2013  
MUNICIPAL BUDGET, PURSUANT TO N.J.S.A.  
40A:4-87.**



**COUNCIL**  
the following resolution:

offered and moved adoption of

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount,

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2013 Municipal Budget:

	<u>FROM</u>	<u>TO</u>
COPS Hiring Grant	0	\$1,875,000
COPS in Shops	0	\$3,248

**BE IT FURTHER RESOLVED** that a like sum be approved to be appropriated in same budget:

	<u>FROM</u>	<u>TO</u>
COPS Hiring Grant	0	\$1,875,000
COPS in Shops	0	\$3,248

**BE IT FURTHER RESOLVED** that notification of these budget changes will be made to the Director of the Division of Local Government Services on forms as prescribed by the aforementioned authority.

APPROVED: \_\_\_\_\_

*Donna Mancini, CFO*

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]*

Rolando R. Lavarro, Jr., President of Council

*[Signature]*

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 13.731

Agenda No. \_\_\_\_\_ 10.B

Approved: \_\_\_\_\_ NOV 13 2013

TITLE:



## **RESOLUTION PROVIDING FOR THE FINANCING OF A SPECIAL EMERGENCY APPROPRIATION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY BY THE ISSUANCE OF SPECIAL EMERGENCY NOTES OF THE CITY**

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore finally adopted, on November 13, 2013, an ordinance entitled: "AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$9,500,000 FOR THE PAYMENT OF CONTRACTUALLY REQUIRED SEVERANCE LIABILITIES RESULTING FROM THE RETIREMENT OF CITY EMPLOYEES" (the "Ordinance"), for the purpose of appropriating the sum of \$9,500,000 as a special emergency appropriation pursuant to N.J.S.A. 40A:4-53(h).

SECTION 2. The City hereby determines to finance the special emergency appropriation referred to in Section 1 herein by the issuance of Special Emergency Notes of the City, which may be renewed from time to time, as provided by law. Special Emergency Notes of the City are hereby authorized to be issued in the principal amount of \$9,500,000 pursuant to the Local Budget Law. At least 1/5 of all such Special Emergency Notes, and the renewals thereof, shall mature and be paid in each year, so that all such Special Emergency Notes shall have matured and have been paid not later than the last day of the fifth year following the date of adoption of this resolution.

SECTION 3. All Special Emergency Notes issued hereunder shall mature at such times as may be determined by the chief financial officer, subject to the limitations set forth in Section 2 hereof. The chief financial officer shall determine all matters in connection with Special Emergency Notes issued pursuant to this resolution, and the chief financial officer's signature upon the Special Emergency Notes shall be conclusive evidence as to all such determinations. All Special Emergency Notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:4-55(b). The chief financial officer is hereby authorized to sell part or all of the Special Emergency Notes from time to time, at no less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the Special Emergency Notes pursuant to this resolution is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Special Emergency Notes sold, the price obtained and the name of the purchaser, and such report shall be entered in full on the minutes of such meeting.

SECTION 4. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the Special Emergency Notes authorized by the Ordinance and hereunder. The Special Emergency Notes shall be direct, unlimited obligations of the City. The powers and obligations of the City to pay any Special Emergency Note issued pursuant to this resolution and the Local Budget Law shall be unlimited and the City shall have the power and be obligated to levy ad valorem taxes upon all taxable property within the City for the payment of such Special Emergency Notes and interest thereon, without limitation of rate or amount.

SECTION 5. All Special Emergency Notes issued pursuant to this resolution shall be executed by the Chief Financial Officer and the Mayor of the City, and shall be under the seal of the City and attested by the City Clerk. Such officers are hereby authorized to execute and

City Clerk File No. Res. 13.731  
Agenda No. 10.B NOV 13 2013

TITLE:

deliver all documents necessary or convenient in connection with the issuance, sale and delivery of the Special Emergency Notes.

SECTION 6. The City reasonably expects to commence the purpose described in the ordinance referred to in Section 1 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of Special Emergency Notes hereunder. To the extent such costs are advanced, the City further reasonably expects to reimburse such expenditures from the proceeds of the Special Emergency Notes authorized in Section 2 hereof.

SECTION 7. A copy of this resolution as adopted shall be filed with the Director of Local Government Services in the Department of Community Affairs, State of New Jersey.

SECTION 8. This resolution shall take effect immediately.

APPROVED: Donna Nguyen, CYOAPPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation CounselCertification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.732

Agenda No. 10.C

Approved: NOV 13 2013

TITLE:

**RESOLUTION WAIVING THE TWENTY DAY  
WAITING PERIOD OTHERWISE REQUIRED TO  
EFFECTUATE CITY SPECIAL EMERGENCY  
ORDINANCE # 13.118**



## COUNCIL

adoption of the following resolution:

offered and moved

**WHEREAS**, on November 13, 2013, the Municipal Council adopted the Special Emergency Ordinance listed above; and

**WHEREAS**, the Special Emergency Ordinance listed above provides for a special emergency appropriation to provide for the payment of contractually required severance liabilities resulting from the retirement of City employees; and

**WHEREAS**, following adoption of the Special Emergency Ordinance listed above, the City intends to adopt a resolution authorizing the issuance of special emergency notes to fund said special emergency appropriation; and

**WHEREAS**, said special emergency notes must be issued prior to December 31, 2013 in order to fund payments made and to be made during the fiscal year ending on such date, but said special emergency notes cannot be sold and issued until the Special Emergency Ordinance listed above is effective; and

**WHEREAS**, N.J.S.A. 40:69A-181(a) provides that an ordinance goes into effect on the twentieth day after the date of its approval by the Mayor unless the Council, by resolution, declares an emergency; and

**WHEREAS**, the Council wishes to waive the 20 day waiting period as an emergency because said special emergency appropriation must be in place, and said special emergency notes must be issued, prior to the end of the current fiscal year, and allowing the 20 day waiting period to run would frustrate these objectives, resulting in fiscal and budgetary difficulties for the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Municipal Council declares an emergency requiring the immediate implementation of Special Emergency Ordinance # 13.118 for the reason stated above; and
2. Pursuant to N.J.S.A. 40:69A-181(a), the twenty (20) day waiting period prior to the effective date of the Special Emergency Ordinance is hereby waived so that the Special Emergency Ordinance may become effective immediately.

APPROVED: [Signature] CFO

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rafael R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM GURU BOBBA, OF DREAM WOODS PRODUCTIONS, L.L.C.

**Initiator**

Department/Division	Mayor's Office	
Name/Title	Domenick Bauer	Mayor's Aide
Phone/email	862-368-6900	dbauer@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To accept a gift of \$2,000 dollars from Guru Bobba, of Dream Woods Productions, LLC.

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.733  
Agenda No. 10.D  
Approved: NOV 13 2013  
TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GIFT FROM GURU BOBBA, OF DREAM WOODS PRODUCTIONS, L.L.C.

### COUNCIL

Offered and moved adoption of the following Resolution:

**WHEREAS**, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

**WHEREAS**, by a letter dated October 24<sup>th</sup>, 2013, Guru Bobba, of Dream Woods Productions, L.L.C., has offered to donate \$2,000 to the City of Jersey City for use by the City; and

**WHEREAS**, the City of Jersey City is desirous of accepting this gift.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The acceptance of \$2,000 from Guru Bobba, of Dream Woods, L.L.C., be and is hereby approved.
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. The City of Jersey City hereby thanks Guru Boopa, of DreamWoods L.L.C., for its generosity.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 13.734  
Agenda No. \_\_\_\_\_ 10.E  
Approved: \_\_\_\_\_ NOV 13 2013



TITLE:

## RESOLUTION HONORING

### *St. Anne's Filipino American Association*

#### ON THE OCCASION AND CELEBRATION OF THEIR 20<sup>TH</sup> ANNIVERSARY

**WHEREAS**, Father Gurski of St. Anne's Church in Jersey City, stimulated community involvement in the parish by encouraging parishioners to join various religious organizations. He discouraged ethnic sectors from forming their own organizations because he thought this will be divisive and unfavorable to his vision for the parish. In spite of this objection, in 1993, a group of Filipinos organized the many families in the parish into a viable association with the same goal of promoting involvement in parish activities; and

**WHEREAS**, Sr. Frank supported the idea and was able to convince Father Gurski to allow Filipinos to form their own organization within the parish. Thus, St. Anne's Filipino American Association (SAFAA) was established. A core group of families concurred to designate its first president, formulate by-laws and approve memberships. The group has since expanded and currently has more than 200 family memberships; and

**WHEREAS**, SAFAA's many events include the Mother of Perpetual Help novena, San Lorenzo Ruiz novena, Simbang Gabi (Midnight masses) traditional 9-day novena, golf tournaments, a Valentine's Day party, Atlantic City trips, bus tour trips, Sunday brunches, Easter egg hunts and Halloween parties. SAFAA hosts an annual Filipina Ball to celebrate Philippine Independence Day; and

**WHEREAS**, SAFAA also participates in many parish activities including serving Thanksgiving dinner to the homeless in Jersey City and the St. Anne's Annual Feast, the parish's biggest fundraising event; and

**WHEREAS**, SAFAA will commemorate its 20<sup>th</sup> anniversary this year. This milestone will be celebrated on Sunday, November 3, 2013 with a dinner dance and induction ball to be held at The Graycliff in Moonachie, NJ.

**NOW THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby recognize St. Anne's Filipino American Association on the occasion and celebration on their 20<sup>th</sup> anniversary. We applaud SAFAA's outstanding contributions to the community and we hereby honor the following past and present presidents of this praiseworthy organization.

Danny Morales (1993-1995)  
Ernie Lindain (1997-1999)  
Caesar Tan (2001-2003)  
Aniway Olaya (2005-2007)  
Greg Gonzales (2009-2013)

Jeff Fernandez (1995-1997)  
Nimuel Ornillo (1999-2001)  
Rey San Diego (2003-2005)  
Nick Zabala (2007-2009)  
Ed Morales (Present)

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APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.735  
Agenda No. 10.F  
Approved: NOV 13 2013  
TITLE:



## RESOLUTION HONORING **Tyler Ballon**

Council as a whole, offered and moved adoption of the following resolution:

**WHEREAS**, Tyler Ballon was born on August 3, 1996, in Jersey City, NJ to Sarah and Tyrone Ballon; and

**WHEREAS**, Tyler Ballon, currently a student at the Academy of the Arts at Henry Snyder High School in Jersey City, began drawing at an early age. His burgeoning artistic talent was recognized by family and teachers which led to many accolades and his decision to become an artist; and

**WHEREAS**, Tyler Ballon drew renditions of homes and sneakers then advanced to the human anatomy. He has since drawn many impressive renderings of family members, friends, neighbors, classmates and himself. In 2013, one of those self-portraits was entered into the Congressional Art Competition for New Jersey's 10<sup>th</sup> District; and

**WHEREAS**, Tyler Ballon was the recipient of the 10<sup>th</sup> Congressional Art Competition Grand Prize for his artwork. The Congressional Art Competition was created in 1982 as a way to showcase the artistic ability of high school students from all 435 congressional districts across the United States; and

**WHEREAS**, Tyler Ballon honorably represented the 10<sup>th</sup> District when travelled to Washington DC, on June 26, 2013, where he met Congressman Payne's administration and attended the Congressional Reception at the Capitol in Washington D.C. His winning artwork will be displayed for one year at the U.S. Capitol; and

**WHEREAS**, Tyler Ballon was the first junior to win one of two gold keys in the prestigious Scholastic Art & Writing Awards competition. The talented teen was also accepted into The Marie Walsh Sharp Art Foundation in Colorado Springs on a full scholarship for their summer enrichment program.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Tyler Ballon. We wish him continued success in his future endeavors and makes public the appreciation and esteem he so richly deserves.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Tyler Ballon.docx

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 13.736  
Agenda No. \_\_\_\_\_ 10.G  
Approved: \_\_\_\_\_ NOV 13 2013  
TITLE: \_\_\_\_\_



## CANCELLATION OF 2013 REAL ESTATE TAXES ON BLOCK 10901 LOT 27, ALSO KNOWN AS 68 HENRY STREET DUE TO VETERANS EXEMPTION

COUNCIL OFFERED, AND MOVED ADOPTION  
OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Block 10901 Lot 27 was fully assessed for the tax year 2013; and

**WHEREAS**, the Tax Assessor granted a 12 month prorated Veterans Tax Exemption for 2013 under N.J.S.A 54:4-3.30; and

**WHEREAS**, the Tax Collector and Tax Assessor would like to cancel charges in the amount of \$ 2,468.50 ; and

**WHEREAS**, the Tax Collector's files still indicate the taxes were paid for 1<sup>st</sup> thru 3<sup>rd</sup> quarters and a refund should be issued to the homeowner in the amount of \$ 2,468.50; and

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the 2013 real estate taxes in the amount of \$2,468.50 on Block 10901 Lot 27 also known as 306 Fourth Street, Jersey City is hereby canceled and refunded in the amount of \$ 2,468.50.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.737  
Agenda No. 10.H  
Approved: NOV 13 2013  
TITLE:



## CANCELLATION OF 2013 REAL ESTATE TAXES ON BLOCK 29302 LOT 28 ALSO KNOWN AS 105 OCEAN AVENUE A CITY OWNED PROPERTY

### COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City acquired the subject property on December 7, 2012 therefore, the property should be tax exempt for the 2013 tax year; and

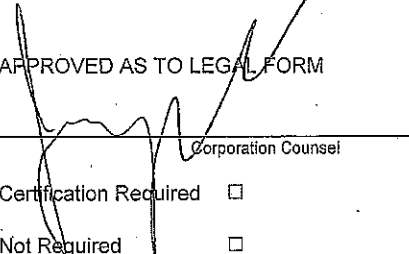
**WHEREAS**, the property still shows open, based on the original assessment which should be canceled; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 29302 Lot 28 is hereby canceled.

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 8-0

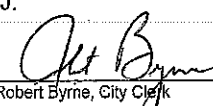
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr. President of Council

  
Robert Byrne, City Clerk

**WILLIAM C. MATSIKOU DIS  
CORPORATION COUNSEL**

Jersey City Law Department  
City Hall-280 Grove Street  
Jersey City, New Jersey 07302  
Telephone (201) 547-5229  
Attorney for Plaintiff City of Jersey City



20130301010016140 1/3  
03/01/2013 03:17:11 PM DEEDMUN  
Bk: 8896 Pg: 265  
Pamela E. Gardner  
Hudson County, Register of Deeds  
Receipt No. 768858

**FILED**

DEC 07 2012

HECTOR R. VELAZQUEZ, P.J. CH.

City of Jersey City

Plaintiff,

vs.

Jay A. Deutchman, Spencer  
Development, LLC,  
Bridge Service  
Corp., Theodore  
Liscinski, Jr. sq., Individually  
and as Chapter 7 Interim  
and/or Permanent Trustee,  
and Theodore J. Liscinski,  
Jr., LLC as a corporation,  
partnership or other entity  
and/or Chapter 7 Interim  
Trustee or Permanent Trustee,

Defendants

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION: HUDSON COUNTY

Civil Action

Docket No.: HUD-C-23-12

**ORDER FOR FINAL JUDGMENT BY  
DEFAULT REVESTING TITLE IN  
105 OCEAN AVENUE, JERSEY CITY,  
NEW JERSEY IN THE PLAINTIFF  
CITY OF JERSEY CITY, A MUNICIPAL  
CORPORATION AND RELEASE OF  
PROPERTY FROM JUDGMENT LIENS**

The Summons and Amended Complaint in the above entitled action having been duly served upon the defendants Jay A. Deutchman and Spencer Development, LLC and the defendants having been defaulted for failure to appear and/or plead in the action; and the plaintiff City of Jersey City having submitted proofs and the proofs having shown that plaintiff is entitled under the deed dated November 13, 2001 revesting of title free of judgment liens to certain premises more particularly described as Block 1413, Lot 3.B on the tax map of the City of Jersey City and more commonly known as 105 Ocean Avenue, Jersey City, New Jersey and the defendants Jay Deutchman and Spencer Development, LLC, having assigned all rights and interest in this matter to the plaintiff City of Jersey City:

# INTERDEPARTMENTAL MEMORANDUM

## OFFICE OF THE ASSESSOR

(201) 547-5131

---

DATE: October 10, 2013

TO: Maureen Cosgrove - City Collector

FROM: Ed Toloza - Assessor

SUBJECT: **Veteran Exemption**  
**Willie Pittman**  
**Block 10901 Lot 27**  
**68 Henry St**

---

This Office has reviewed the above captioned taxpayer's' application for tax exemption pursuant to NJSA 54:4-3.30 et seq.. and found it to be in compliance.

Would you please cancel the 2013 prorated real estate taxes and in the amount of \$2468.50 and refund monies paid in excess of his entitlement/exemption. Our records have been adjusted to reflect this exemption for the 2014 taxing year.



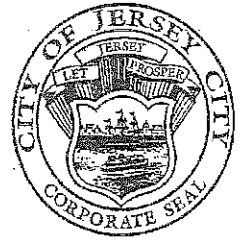
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.738

Agenda No. 10.1

Approved: NOV 13 2013

TITLE:



**CANCELLATION OF 2013 REAL ESTATE  
TAXES ON BLOCK(S) 27703, 18505, 21101 LOTS 16, 10, 40  
ALSO KNOWN AS 12 PARNELL PLACE, 615 BRAMHALL AVENUE  
AND 60 VIRGINIA AVENUE  
ALL CITY OWNED PROPERTIES**

**COUNCIL OFFERED, AND MOVED ADOPTION OF  
THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City of Jersey City acquired the subject properties on January 11, 2013 and January 25, 2013 therefore, the property should be tax exempt for the remainder of the 2013 tax year; and

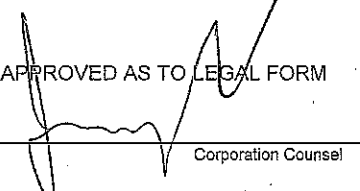
**WHEREAS**, the property still shows open, based on the original assessment which should be canceled; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Blocks 27703, 18505 and 21101, Lots 16, 10 and 40 are hereby canceled.

APPROVED: 

APPROVED:   
Business Administrator

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0


11.13.13

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr. President of Council

  
Robert Byrne, City Clerk



20130301010016170 1/4  
03/01/2013 03:17:11 PM DEEDMUN  
Bk: 8896 Pg: 274  
Pamela E. Gardner  
Hudson County, Register of Deeds  
Receipt No. 768858

**WILLIAM C. MATSIKODIS  
CORPORATION COUNSEL**

Jersey City Law Department  
City Hall-280 Grove Street  
Jersey City, New Jersey 07302  
Telephone (201) 547-5229  
Attorney for Plaintiff City of Jersey City

**FILED**

JAN 25 2013

HECTOR R. VELAZQUEZ, P.J. CH.

City of Jersey City	:	X	SUPERIOR COURT OF NEW JERSEY
	:		CHANCERY DIVISION: HUDSON COUNTY
Plaintiff,	:		
	:		Civil Action
vs.	:		
	:		Docket No.: HUD-C-37-12
Taylor Associates, Eglin Taylor,	:		
AVCO Financial Services of	:		<b>ORDER AND JUDGMENT</b>
Southern California, Inc. d/b/a Avco	:		
Financial Services (New Jersey)	:		
Leah Dennis f/k/a Leah Mitchell,	:		
and Ronald K. Dennis, Kenneth J.	:		
Warner, Jessica Boston and	:		
Hopeton Scott	:		
	:		
Defendants.	:		

B-21101  
L-40

RECEIVED  
2013 MAR 27 A 10:34  
CITY CLERK'S OFFICE  
JERSEY CITY, N.J.

The Summons and Complaint in the above entitled action having been duly served upon the defendants, AVCO Financial Services of Southern California, Inc., d/b/a Avco Financial Services (New Jersey), Hopeton Scott, and Kenneth J. Warner, and the defendants having been defaulted for failure to appear and/or plead in the action; and the plaintiff City of Jersey City having submitted proofs and the proofs having shown that plaintiff is entitled under the deed dated February 9, 1987 revesting of title free of judgment liens to certain premises more particularly described as Block 1978 Lot 58 on the tax map of the City of Jersey City and more commonly known as 60 Virginia Avenue, Jersey City, New Jersey, and recorded in the Hudson County Register's office on March 20, 1987 in Deed Book 3715 at page 057, and the defendants, Elgin Taylor, Taylor Associates, Leah Dennis f/k/a Leah Mitchell, Ronald K. Dennis, Jessica Boston, AVCO Financial Services of Southern California, Inc., d/b/a Avco Financial Services (New Jersey), Hopeton Scott, and Kenneth J. Warner, having assigned all rights and interest in

**WILLIAM C. MATSIKOUDI  
CORPORATION COUNSEL**

Jersey City Law Department  
City Hall-280 Grove Street  
Jersey City, New Jersey 07302  
Telephone (201) 547-5229  
Attorney for Plaintiff City of Jersey City



20130301010016130 1/3  
03/01/2013 03:17:11 PM DEEDMUN  
Bk: 8896 Pg: 262  
Pamela E. Gardner  
Hudson County, Register of Deeds  
Receipt No. 768858

**FILED**

**JAN 25 2013**

**HECTOR R. VELAZQUEZ, P.J. CH.**

City of Jersey City :  
Plaintiff, :  
vs. :  
615 Bramhall Ave. Corp., Kenneth :  
Weiss, Bankers Trust, as Collateral :  
Agent and Custodian, Kamal Amin :  
Defendants. :

X  
SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION: HUDSON COUNTY  
Civil Action  
Docket No.: HUD-C-24-12  
ORDER AND JUDGMENT

RECEIVED  
2013 MAR 28 AM 7:48  
CITY OF JERSEY CITY  
LAW DEPT  
RECEIVED  
2013 MAR 27 A 10:33  
CITY CLERK'S OFFICE  
JERSEY CITY, N.J.

B-18505  
✓ 10

The Summons and Complaint in the above entitled action having been duly served upon the defendants, 615 Bramhall Ave. Corp., Kenneth Weiss, Bankers Trust, as Collateral Agent and Custodian, Kamal Amin, and the defendants having been defaulted for failure to appear and/or plead in the action; and the plaintiff City of Jersey City having submitted proofs and the proofs having shown that plaintiff is entitled under the deed dated October 31, 1991 revesting of title free of judgment liens to certain premises more particularly described as Block 1957 Lot 81.A on the tax map of the City of Jersey City and more commonly known as 615 Bramhall Avenue, Jersey City, New Jersey, and recorded in the Hudson County Register's office on November 4, 1991 in Deed Book 4444 at page 097, and the defendants, 615 Bramhall Ave. Corp., Kenneth Weiss, Bankers Trust, as Collateral Agent and Custodian, Kamal Amin, having assigned all rights and interest in this matter to the plaintiff City of Jersey City:

IT IS ON THIS 25<sup>th</sup> DAY OF January, 2013;

1. **ORDERED AND ADJUDGED** that the defendants shall present a final certificate of



20130301010016120 1/3  
03/01/2013 03:17:11 PM DEEDMUN  
Bk: 8896 Pg: 259  
Pamela E. Gardner  
Hudson County, Register of Deeds  
Receipt No. 768858

**FILED**

JAN 11 2013

HECTOR R. VELAZQUEZ, P.J. CH.

**WILLIAM C. MATSIKLOUDIS**  
**CORPORATION COUNSEL**  
Jersey City Law Department  
City Hall-280 Grove Street  
Jersey City, New Jersey 07302  
Telephone (201) 547-5229  
Attorney for Plaintiff City of Jersey City

B 27003  
L-14

City of Jersey City

Plaintiff,

vs.

Stephen Lionel Watford,

Defendant.

X

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION: HUDSON COUNTY

Civil Action

Docket No.: HUD-C-129-11

**ORDER AND JUDGMENT**

The Summons and Complaint in the above entitled action having been duly served upon the defendant Stephen Lionel Watford, and the defendant having been defaulted for failure to appear and/or plead in the action; and the plaintiff City of Jersey City having submitted proofs and the proofs having shown that plaintiff is entitled under the deed dated February 23, 1983, re-vesting of title free of judgment liens to certain premises more particularly described as Block 1358, Lot 139A on the tax map of the City of Jersey City and more commonly known as 12<sup>th</sup> Parnell Place, Jersey City, New Jersey, and recorded in the Hudson County Register's office on April 18, 1983 in Deed Book 3374 at page 808, and the defendant, Stephen Lionel Watford, having assigned all rights and interest in this matter to the plaintiff City of Jersey City:

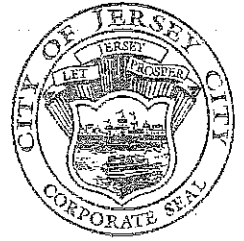
IT IS ON THIS 11<sup>th</sup> DAY OF January, 2013;

1. **ORDERED AND ADJUDGED** that the defendant shall present a final certificate of occupancy to the City of Jersey City Law Department on or before July 1, 2013 for the premises more particularly described as Block 1358, Lot 139A on the tax map of the City of Jersey City

RECEIVED  
2013 MAR 27  
CITY CLERK'S OFFICE  
JERSEY CITY, N.J.  
RECEIVED

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.739  
Agenda No. 10-J  
Approved: NOV 13 2013  
TITLE:



## AUTHORIZE REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATES# 2011-2666 & 2012-0660 SOLD TO MTAG SERVICES, LLC

### COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City sold two tax sale certificates on 1135 Summit Avenue & 318 Third Street for Block 805 Lot 5 & Block 11102 Lot 4, certificates# 2011-2666 & 2012-0660 to **MTAG Service, LLC**; and

**WHEREAS**, **MTAG Service, LLC** the third party lien holder for certificates 2011-2666 & 2012-0660 lost the original certificates issued on December 15, 2011 & December 20, 2012; and

**WHEREAS**, the Tax Collector's records indicate that the tax sale certificates were redeemed on August 16, 2013 by the property owners; and

**WHEREAS**, the Tax Collector would like to issue two duplicate tax sale certificates to **MTAG Services, LLC** under chapter 99 the P.L. of 1997.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that **MTAG Services, LLC** be given two duplicate tax sale certificates.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V. - Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



8614 Westwood Center Drive  
Suite 510  
Vienna, VA 22182  
P: 866.404.4200 • F:703.923.8910

ALTERNA TAX CERTIFICATE FUND II,  
LP  
Plaintiff

VS.

GARCIA, JOSE L. & ELIZABETH  
Defendant(s)

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION

HUDSON COUNTY

**AFFIDAVIT IN SUPPORT OF  
REQUEST FOR DUPLICATE TAX  
CERTIFICATE**

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF HUDSON :

I, James P. Meeks, of full age, being duly sworn according to law, upon his oath, deposes and says:

1. I am the President of MTAG Services, LLC, agent for Alterna Tax Certificate Fund II, LP, which is the current holder of Tax Certificate number 2011-2666 and I submit this affidavit in support of my request for the Tax Collector to issue a duplicate tax certificate to replace the original certificate which has been lost.
2. Tax Certificate 2011-2666 was sold to Alterna Tax Certificate Fund II, LP subject to redemption with interest at 2 % for the sum of \$ 2,639.73, on 12/15/2011. The certificate was recorded in Mortgage Book 17857 on Page 159.



8614 Westwood Center Drive  
Suite 510  
Vienna, VA 22182  
P: 866.404.4200 • F: 703.923.8910

3. I have not received redemption funds for the subject Tax Certificate number 2011-2666.

The original tax certificate has been lost.

A handwritten signature of James P. MEEKS in black ink, written over a horizontal line.

JAMES P. MEEKS  
Agent, Alterna Tax Certificate Fund II, LP

Sworn to and subscribed  
before me this 17 day of October 2013.

A handwritten signature of Whitney Morgan Voltz in black ink, written over a horizontal line.  
WHITNEY MORGAN VOLTZ  
Notary Public, Fairfax County, Virginia  
Commission Expires: 6/30/2015  
Notary Registration Number: 7512275





8614 Westwood Center Drive  
Suite 510  
Vienna, VA 22182  
P: 866.404.4200 • F: 703.923.8910

MTAG SERVICESASCUSTFORATCF II  
NJLLC  
Plaintiff

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION

HUDSON COUNTY

vs.

SCALCIONE, FRANK  
Defendant(s)

**AFFIDAVIT IN SUPPORT OF  
REQUEST FOR DUPLICATE TAX  
CERTIFICATE**

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF HUDSON :

I, James P. Meeks, of full age, being duly sworn according to law, upon his oath, deposes and says:

1. I am the President of MTAG Services, LLC, agent for MTAG SERVICESASCUSTFORATCF II NJLLC, which is the current holder of Tax Certificate number 2012-0660 and I submit this affidavit in support of my request for the Tax Collector to issue a duplicate tax certificate to replace the original certificate which has been lost.
2. Tax Certificate 2012-0660 was sold to MTAG SERVICESASCUSTFORATCF II NJLLC subject to redemption with interest at 0 % for the sum of \$2,211.51 plus a \$1,100.00 premium, on 12/20/2012. The certificate was recorded in Mortgage Book 18093 on Page



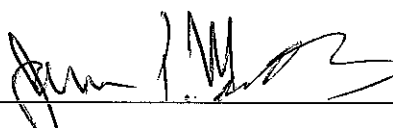


8614 Westwood Center Drive  
Suite 510  
Vienna, VA 22182  
P: 866.404.4200 • F: 703.923.8910

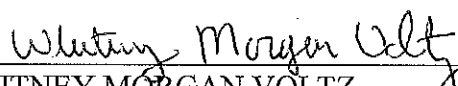
765.

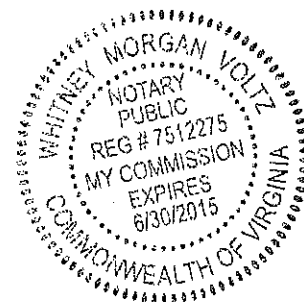
3. I have not received redemption funds for the subject Tax Certificate number 2012-0660.

The original tax certificate has been lost.

  
\_\_\_\_\_  
JAMES P. MEEKS  
Agent, MTAG SERVICES ASCUSTFORATCF II NJLLC

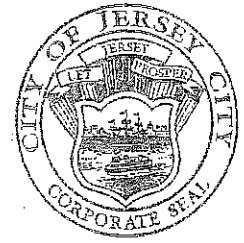
Sworn to and subscribed  
before me this 17 day of October 2013.

  
\_\_\_\_\_  
WHITNEY MORGAN VOLTZ  
Notary Public, Fairfax County, Virginia  
Commission Expires: 6/30/2015  
Notary Registration Number: 7512275



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.740  
Agenda No. 10.K  
Approved: NOV 13 2013  
TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 332 BERGEN AVENUE A/K/A BLOCK 21102, LOT 5

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, Darcel McRae, the owner of 332 Bergen Avenue a/k/a Block 21102, Lot 5 f/k/a Block 1980, Lot 28 (Property), participated in the City of Jersey City's ("City") HOME Investment Partnership Program; and

**WHEREAS**, the owner received a \$54,545.00 HOME loan from the City on March 16, 2007 for the purpose of financing the purchase of a two-family residential unit; and

**WHEREAS**, the HOME loan was recorded as a second mortgage against the property; and

**WHEREAS**, in addition, on March 16, 2007, the owner received a loan in the amount of \$13,310.00 from the Affordable Housing Trust Fund (AHFT) Program towards the financing of the two-family unit; and

**WHEREAS**, the AHFT loan was recorded as a third mortgage against the property; and

**WHEREAS**, the City's mortgages self-amortizes provided that the homeowner resides in the property, does not sell the property, and the property remains affordable to low and moderate income households during the restricted period of thirty (30) years; and

**WHEREAS**, the owner desires to refinance her first mortgage in order to obtain a lower interest rate and lower monthly mortgage payments; and

**WHEREAS**, in order to obtain the new mortgage, Nationstar Mortgage LLC, requires that the City's mortgages be made subordinate to its first mortgage; and

**WHEREAS**, the amount of the new first loan is \$110,401.00; and

**WHEREAS**, the City's mortgages will remain in second and third lien positions; and

**WHEREAS**, the Division has reviewed the request for the City to subordinate its mortgages to the loan of Nationstar Mortgage, LLC and recommends that the City agree to the subordination because the value of the property supports the amount of the new loan and the City's mortgages and the City desires to assist the owner in obtaining a lower interest rate on the first mortgage.

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE  
SUBORDINATION AGREEMENT AFFECTING THE PROPERTY  
KNOWN AS 332 BERGEN AVENUE A/K/A BLOCK 21102, LOT 5**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting 332 Bergen Avenue, also known as Block 21102, Lot 5 f/k/a Block 1980, Lot 28, to the interests of a new first mortgage with Nationstar Mortgage, LLC.

IW/igp  
10/28/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

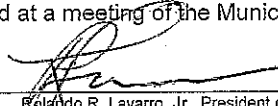
Certification Required ☐Not Required ☐**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

STATE OF NEW JERSEY  
COUNTY OF HUDSON

Prepared by: \_\_\_\_\_  
Itza G. Wilson  
Asst. Corporation Counsel

### **SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT** is made this \_\_\_\_\_ day of November, 2013, by and among the following: Darcel McRae, hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and Nationstar Mortgage, LLC, hereinafter referred to as "Lender".

### **WITNESSTH**

**WHEREAS**, the Lender, as a condition precedent to the origination of a Loan to Borrower(s), requires the subordination of a lien held by the Subordinating Party;

**WHEREAS**, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

**NOW THEREFORE**, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrower, the Lender and the Subordinating Party mutually agree as follows:

**NOW THEREFORE**, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrower, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 332 Bergen Avenue, Jersey City, New Jersey a/k/a Block 21102, Lot 5 formerly known as Block 1980, Lot 28.
2. The superior debt is more fully described in a note in the original principal sum of \$110,401.00 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.
3. The subordinated debts are more fully described in a note in the original principal sums of \$54,545.00 and \$13,310.00 executed by Borrower on March 16, 2007, recorded in Book 15768, at page 328 and in Book 15768, at page 337 respectively, and made payable to the City of Jersey City (the Subordinating Party).

4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.
5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this \_\_\_\_\_ day of November, 2013.

**CITY OF JERSEY CITY**

By: \_\_\_\_\_  
Robert J. Kakoleski  
Acting Business Administrator

**STATE OF NEW JERSEY )**

**ss.:**

**COUNTY OF HUDSON )**

I CERTIFY that on November \_\_\_\_\_, 2013, Robert J. Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Acting Business Administrator of the City of Jersey City, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

\_\_\_\_\_  
Itza G. Wilson  
Attorney at Law, N.J.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.741

Agenda No. 10.1

Approved: NOV 13 2013

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 3158 KENNEDY BOULEVARD A/K/A BLOCK 5402, LOT 11

### COUNCIL

offered and moved adoption of the following resolution:

**WHEREAS**, Guadalupe Ortiz, the owner of 3158 Kennedy Boulevard, a/k/a Block 5402, Lot 10 f/k/a Block 841, Lot 21.A (Property); participated in the City of Jersey City's (City) HOPR Program; and

**WHEREAS**, the owner received from the City a \$24,900.00 loan on December 5, 2007 for the purpose of making home repairs; and

**WHEREAS**, the City's loan self-amortizes over ten (10) years provided the owner resides at the property and does not sell the property within ten (10) years; and

**WHEREAS**, the City's loan was recorded as a second mortgage on the property; and

**WHEREAS**, the owner now desires to refinance the first mortgage in order to obtain a lower interest rate and lower monthly mortgage payments; and

**WHEREAS**, the lender, Green Tree Servicing, LLC, requires that the City's mortgage be made subordinate to its loan; and

**WHEREAS**, the amount of the new first loan is \$235,000.00; and

**WHEREAS**, the City's lien will remain in second lien position; and

**WHEREAS**, the City, by its Division of Community Development has reviewed the appraisal report and determined that the value of the property supports the new loan and the City's mortgage and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by Corporation Counsel, subordinating the City's lien affecting 3158 Kennedy Boulevard, Jersey City also known as Lot 11 in Block 5402 f/k/a Lot 21.A in Block 5402 to the interests of the new first mortgage of Green Tree Servicing, LLC.

IW/igp  
11/6/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

STATE OF NEW JERSEY  
COUNTY OF HUDSON

Prepared by: \_\_\_\_\_  
Itza G. Wilson  
Asst. Corporation Counsel

### **SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT** is made this \_\_\_\_\_ day of November, 2013, by and among the following: Guadalupe Ortiz, hereinafter referred to as "Owners" or "Borrowers", the City of Jersey City, hereinafter referred to as "City" or "Subordinating Party", and the Green Tree Servicing, LLC, hereinafter referred to as "Lender".

### **WITNESSTH**

**WHEREAS**, the Lender, as a condition precedent to the origination of a Loan to Borrower(s), requires the subordination of a lien held by the Subordinating Party;

**WHEREAS**, the undersigned Subordinating Party agrees to subordinate its lien on the hereinafter described Property;

**NOW THEREFORE**, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrower, the Lender and the Subordinating Party mutually agree as follows:

**NOW THEREFORE**, in consideration of such Loan being made and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and in consideration of other significant benefits, the Borrowers, the Lender and the Subordinating Party mutually agree as follows:

1. The Property subject to this Agreement is located at 3158 Kennedy Blvd., Jersey City, New Jersey a/k/a Block 5402, Lot 11 formerly known as Block 841, Lot 21.A.
2. The superior debt is more fully described in a note in the original principal sum of \$235,000.00 executed by Borrower, made payable to Lender and secured by a Security Instrument which has been or is to be filed of record in the above County.
3. The subordinated debt is more fully described in a note in the original principal sum of \$24,900.00 executed by Borrowers on December 5, 2007, recorded in Book 16510, at page 00028 and made payable to the City of Jersey City (the Subordinating Party).

4. The Subordinating Party, for the consideration recited above, agrees that the subordinated debt is made subordinate, subject, and inferior by this Agreement to the superior debt held by the Lender.
5. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

Executed this \_\_\_\_\_ day of November, 2013.

**CITY OF JERSEY CITY**

By: \_\_\_\_\_  
Robert J. Kakoleski  
Acting Business Administrator

**STATE OF NEW JERSEY )**

**ss.:**

**COUNTY OF HUDSON )**

I CERTIFY that on November \_\_\_\_\_, 2013, Robert J. Kakoleski personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Acting Business Administrator of the City of Jersey City, the entity named in this instrument; and
- (c) executed this instrument as the act of the entity named in this instrument.

\_\_\_\_\_  
Itza G. Wilson  
Attorney at Law, N.J.



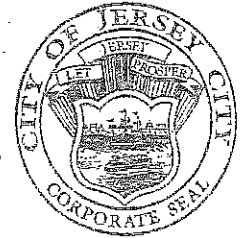
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.742

Agenda No. 10.M

Approved: NOV 13 2013

TITLE:



## RESOLUTION AUTHORIZING THE SUBORDINATION OF THE CITY'S MORTGAGE AND DEED RESTRICTIONS TO LINKS MORTGAGE COMPANY AFFECTING PROPERTY KNOWN AS 145 OCEAN AVENUE A/K/A BLOCK 29304, LOT 21

### COUNCIL

offered and moved adoption of the following resolution:

**WHEREAS**, the Jersey City VOA Elderly Housing, Inc. (the "Owner") is the owner of Block 29304, Lot 21, a/k/a 145 Ocean Avenue (the "Property"), and

**WHEREAS**, the Owner operates a senior apartment complex commonly known as the Harborview Apartments ("Harborview Apartments") on the Property, which complex furnishes 99 units of affordable low income housing to the elderly residents of the area and one unit for onsite manager of Harborview Apartments; and

**WHEREAS**, Harborview Apartments is in dire need of substantial rehabilitation if the complex is to continue furnishing affordable low income housing to the elderly residents of the area; and

**WHEREAS**, Links Mortgage Corporation ("Links") has agreed to provide financing for Harborview Apartments, the proceeds of which financing will be used by the Owner to pay-off existing mortgage indebtedness and rehabilitate Harborview Apartments; and

**WHEREAS**, the financing provided by Links will be evidenced by two separate notes and secured by two separate mortgages, and the refinancing portion of the financing will be evidenced by a first mortgage note in the amount of \$6,151,900.00 and secured by a first mortgage on the Property, and the additional portion of the financing in the amount of \$9,690,600.00 will be used to provide funds for the rehabilitation of Harborview Apartments and will be evidenced by a second mortgage note and secured by a second mortgage (the "Insured Loans" and "Insured Mortgages"); and

**WHEREAS**, the Insured Loans and Insured Mortgages will be insured by the United States Department of Housing and Urban Development ("HUD") under the provisions of the National Housing Act (the "Act") and the regulations adopted pursuant thereto ("Federal Law"); and

**WHEREAS**, the applicable provisions of Federal Law mandate that loans insured by HUD under the Act be superior to other liens pertaining to the Property; and

**WHEREAS**, the City of Jersey City ("City") has committed to provide \$1,500,000.00 of CDBG grant monies to the Owner for re-development of the Project; and

**WHEREAS**, the funds provided by the City to the Owner for the re-development of the Project will be evidenced by a junior mortgage note and secured by a junior mortgage on the Property (the "Junior City Note" and the "Junior City Mortgage"); and

**WHEREAS**, the City will obtain a fully executed and recordable Deed Restriction (the "Deed Restriction") from the Owner which Deed Restriction will require that Harborview Apartments be operated as low income affordable elderly housing for a period of thirty (30) years; and

**WHEREAS**, provisions of Federal Law mandate that the Deed Restriction be subordinate to the Insured Loans and Insured Mortgages; and

**WHEREAS**, the Junior City Note, Junior City Mortgage and Deed Restriction will be subordinate to the Insured Loans and the Insured Mortgages in accordance with Federal Law and therefore will be in a junior position to the lien of the Junior City Note and Junior City Mortgage; and

City Clerk File No. Res. 13.742Agenda No. 10.M NOV 13 2013

TITLE:

**RESOLUTION AUTHORIZING THE SUBORDINATION OF THE CITY'S MORTGAGE AND DEED RESTRICTIONS TO LINKS MORTGAGE COMPANY AFFECTING PROPERTY KNOWN AS 145 OCEAN AVENUE A/K/A BLOCK 29304, LOT 21**

**WHEREAS**, the City by its Division of Community Development has reviewed the request for the City to subordinate the Junior City Loan, Junior City Mortgage and Deed Restriction to the Insured Loans and Insured Mortgages and therefore recommends that the City agree to the subordination because the value of the property supports the amount of the Insured Loans and Insured Mortgages and the City's Junior Note, Junior Mortgage, and Deed Restriction and in order for the Jersey City VOA Elderly Housing, Inc. to receive the Insured Loans and Insured Mortgages from Links Mortgage Corporation which are insured by HUD.

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

- 1.) The Mayor or Business Administrator is hereby authorized to execute a mortgage subordination agreement as required by HUD, in a form subject to such modifications deemed necessary and appropriate to be approved by Corporation Counsel, subordinating the City's mortgage of \$1,500,000.00 and Deed Restriction affecting 145 Ocean Avenue, Jersey City also known as Block 29304, Lot 21 to the Insured Loans and Insured mortgages of Links Mortgage Corporation.
- 2) Subject to such modifications as deemed necessary or appropriate by the Business Administrator or Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution.

HW  
11/12/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

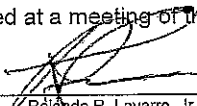
APPROVED 8-0

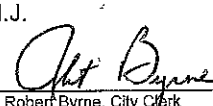
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.743

Agenda No. 10.N

Approved: NOV 13 2013



TITLE:

**RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL  
VARIOUS MOTOR VEHICLES NOT NEEDED FOR PUBLIC USE**

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City ("City") owns various motor vehicles which are not needed for public use and which have salvage value; and

**WHEREAS**, N.J.S.A. 40A:11-36 authorizes the sale of municipal personal property not needed for public use by public sale; and

**WHEREAS**, the Purchasing Agent desires to sell these motor vehicles by conducting a public auction;

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the Purchasing Agent is hereby authorized to sell the City's various motor vehicles to the highest bidder subject to the terms and conditions set forth herein:

1. The City is offering to sell approximately eighty five (85) motor vehicles.
2. The successful bidder shall be required to pick up the motor vehicles at the City's Department of Public Works facility using its own equipment and laborers at no cost to the City. Pick up may be done on Monday through Friday between 9:00 a.m. and 3:00 p.m. Pick up must be done no later than 5 business days after the sale.
3. A notice of the date, time, and place for the acceptance of bids and a description of the items to be auctioned shall be advertised in a newspaper circulating in the municipality not less than 7 nor more than 14 days before the date of the sale.
4. The City reserves the right in protection of the best interests of the City to waive any technical error, to reject any bid or any part thereof for any reason whatsoever.
5. The City reserves the right to be exercised by the Purchasing Agent after opening all bids received to either accept the highest bid or reject all bids.
6. A list of the surplus property to be sold is as follows:

(Continued on page 2)

City Clerk File No. Res. 13.743

Agenda No. 10. N NOV 13 2013

**TITLE: RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL  
VARIOUS MOTOR VEHICLES NOT NEEDED FOR PUBLIC USE**

YEAR	MAKE	MODEL	VIN#
1. 1997	PIERCE	SABER	4P1CT02U8VA000356
2. 1984	MACK	LADDER	1M2A140C8EM001587
3. 1981	BOMBARDIER		25787R7HR
4. 1996	CHEVROLET	LUMINA	2G1WL52M3T1149289
5. 2001	DODGE	INTREPID	2B3HD46R51H619311
6. 1998	BUICK	CENTURY	2G4WS52M6W1539314
7. 1999	CHEVROLET	BLAZER	1GNDT13W2XK170476
8. 1988	FEDERAL MOTORS	HURRICANE	1F9ABAA821037221
9. 1998	EMERGENCY ONE	HURRICANE	4EN5AAA85W1008515
10. 1989	INTERNATIONAL		1HTSAZPM9LH241115
11. 2004	FORD	F350	1FTSW31L84EC64741
12. 1999	PONTIAC	GRAND PRIX	1G2W152M0XF303862
13. 1997	FORD	CROWN VICTORIA	2FALP74WXXV203430
14. 1987	FEDERAL MOTORS	HURRICANE	1F9DBBA81H1037143
15. 1999	CHEVROLET	BLAZER	1GNDT13W4XK172990
16. 2005	JEEP	LIBERTY	1J4GL48K15W587536
17. 1996	CHEVROLET	BLAZER	1GNDT13W7T2284256
18. 1998	FORD	E350	1FTRE14L3WHC04384
19. 2004	FORD	CROWN VICTORIA	2FAFP71W14X133882
20. 1997	PLYMOUTH	VOYAGER	2P4GP4532VR159065
21. 2000	FORD	CROWN VICTORIA	2FAFP71W4YX110196
22. 1997	CHEVROLET	MONTE CARLO	2G1WX12X1V9210683
23. 1997	FORD	EXPEDITION	1FMFU18L8VLB14557
24. 2000	JEEP	CHEROKEE	114FF58S7YL236273
25. 1996	MITSUBISHI	GALANT	JA3A146G4T2002815
26. 2004	FORD	F150	1FTVX12584NC65449
27. 2003	FORD	FOCUS	2FAFP31383R160766
28. 2005	FORD	FOCUS	1FAFP36NX5W225739
29. 1990	INTERNATIONAL	BUS	1HVBZ4P5LH284739
30. 1997	CHEVROLET	LUMINA	2G1WL52M7V1131168
31. 1998	CHEVROLET	MALIBU	1G1ND52M3W6248099
32. 2008	GO4	INTERCEPTOR	2W9MPH6158S044147
33. 1995	CHEVROLET	BLAZER	2GNDT13W9T2284372
34. 1999	JEEP	GRAND CHEROKEE	114GW68S0XC575577
35. 1998	FORD	EXPLORER	1FMZU34E3XUA82355
36. 1995	DODGE	RAM	1B7HC16ZXSS279437
37. 1999	GMC	3500	1GTHK34F4XF015864
38. 2006	CHEVROLET	CROWN VICTORIA	2FAHP71W56X106700
39. 1990	BOMBARDIER		901890012
40. 1992	AMERICAN ROAD	TOWED	F9088214563
41. 1998	VERMEER	1250A	1VRN1416XW1007098
42. 1998	NISSAN	MAXIMA	1N1CA21A8WT403523
43. 1989	GMC	BLUEBIRD	2GBHG31K2K4131733
44. 1989	GMC	BLUEBIRD	2GBHG31K3K4507721
45. 1997	CHEVROLET	LUMINA	2G1WL52M9V1132547
46. 1988	ARROW BOARD		8808R2308
47. 2006	FORD	TAURUS	1FAFP53U26A162125
48. 1998	MERCURY	SABLE	1MEFM53S8WG652467
49. 2000	FORD	E350	1FTSS34F4YHB99909
50. 1994	PONTIAC	BONNEVILLE	1G2HX52K6VH258188
51. 1983	INTERNATIONAL	3 YARD	1HTAA1956DHA31319
52. 2004	FORD	F150	1FTVX12584NC65449
53. 1996	CHIPPER 2100D	MOBARK	22121
54. 2002	FORD	EXPLORER	1FMZU73E52UA56647
55. 2000	GMC	JIMMY	2GKDT13W8Y2219386
56. 1996	GMC	JIMMY	1GKDT13W2T2570240
57. 1996	DODGE	GRAND CARAVAN	1B4GP54L3TB248275
58. 1996	OLDSMOBILE	CUTLASS	1G3NB52J1X6321930
59. 2007	FORD	CROWN VICTORIA	2FAFP71W07X124403
60. 2007	FORD	CROWN VICTORIA	2FAFP71W07X125714
61. 2006	FORD	CROWN VICTORIA	2FAFP71W26X106704
62. 2004	FORD	CROWN VICTORIA	2FAFP71W24X133891
63. 2007	FORD	CROWN VICTORIA	2FAHP71W67X116959

(Continued on page 3)

City Clerk File No.

Res. 13.743

Agenda No.

10.N NOV 13 2013

TITLE:

**RESOLUTION AUTHORIZING THE PURCHASING AGENT TO SELL  
VARIOUS MOTOR VEHICLES NOT NEEDED FOR PUBLIC USE**

YEAR	MAKE	MODEL	VIN#
64. 1993	LEXUS	300	1T8VK13TXP0169771
65. 2006	FORD	CROWN VICTORIA	2FAHP71WX6X106708
66. 2003	FORD	EXPLORER	1FMUZU73K13UC15445
67. 2009	TOYOTA	CAMRY	4T1BE46K59U351112
68. 2001	CHEVROLET	BLAZER	1GNDT13W31K203072
69. 1996	FORD	EXPLORER	1FMUCU24X8TUB93219
70. 2001	CHEVROLET	BLAZER	1GNDT13W51K202330
71. 2008	NISSAN	ALTIMA	1N4AL21E68C137204
72. 1993	ACURA	LEGEND	1H4KA7661PC032828
73. 1994	INTERNATIONAL	BUS	1HVBPNP3RH552702
74. 2001	CHEVROLET	LUMINA	G46CRW
75. 1987	INTERNATIONAL		1HTLDUXN8HH490214
76. 1999	FORD	TAURUS	1FAPP52U4XA213319
77. 1997	CHEVROLET	LUMINA	2G1WL52M9V1131608
78. 2008	NISSAN	ALTIMA	1N4AL21E58N450068
79. 2002	BUICK	LESABRE	1G4HP54K52U259629
80. 1997	MERCURY	MOUNTAINEER	4M2DU55P8VUJ358024
81. 1997	HONDA	CIVIC	1HGEJ8143VL024268
82. 2001	CHEVROLET	BLAZER	1GNDT13W71K201759
83.	TRAILER BED	STON	2330002108935/6-2100-198LBUQMM
84.	TRAILER	CARGO	2330898-6779
85.	LND	TRAILER	A233280

MR/sb

November 6, 2013

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.744

Agenda No. 10.0

Approved: NOV 13 2013

TITLE:



## **RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO THE FOLLOWING LISTED AGENCIES**

### **COUNCIL Offered and moved, adoption of the following Resolution:**

**WHEREAS**, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and or coordinates recreational activities; and

**WHEREAS**, in sponsoring and or coordination such events or programs, the Department of Recreation requires the use of their facilities owned by the following listed agencies; and

**WHEREAS**, the Department of Recreation, will use these facilities for various recreation events, during the period of January 1, 2014 through December 31, 2014; and

**WHEREAS**, the Department of Recreation, in conjunction with the various listed agencies, located within the City of Jersey City, desires to provide such recreational and educational activities; and

**WHEREAS**, the various listed agencies have the capability and the facilities to provide such programming; and

**WHEREAS**, the various agencies, requires an indemnification letter of insurance from the City; and

**WHEREAS**, the agreement will specify the City's responsibility to the various agencies, including an indemnification and holding harmless clause in which they cannot be held liable for injuries received by participants at this particular event and or for property damage to the facility itself; and

**WHEREAS**, the various agencies request that they are to be listed as an additional insured party on the letter of insurance; and

City Clerk File No. Res. 13.744  
Agenda No. 10.0 NOV 13 2013

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN  
AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK  
MANAGER TO ISSUE A LETTER OF INSURANCE TO THE FOLLOWING LISTED  
AGENCIES**

**WHEREAS**, it is in the best interest of the City to conduct these events and enter into this agreement with the following:

**JERSEY CITY PUBLIC SCHOOLS  
COUNTY OF HUDSON  
HUDSON COUNTY SCHOOLS OF TECHNOLOGY  
HUDSON CATHOLIC HIGH SCHOOL  
NEW JERSEY CITY UNIVERSITY  
ST. PETER'S UNIVERSITY  
ST. PETER'S PREP HIGH SCHOOL**

**NOW, THEREFORE, BE IT RESOLVED, BY THE MUNICIPAL COUNCIL**, that the Risk Manager is authorized to issue to the various agencies as listed a letter of insurance.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council\_\_\_\_\_  
Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET**

Date Submitted to B.A. \_\_\_\_\_

This summary sheet is to be attached to the rear of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**I. Full Title of Ordinance/Resolution/Cooperation Agreement:**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO THE FOLLOWING AGENCIES**

**II. Name and Title of Person Initiating Ordinance/Resolution:**

RYAN STROTHER, DIRECTOR OF RECREATION

**III. Description of the proposed program, project or plan:**

RECREATION PROGRAMS AND ACTIVITIES AT VARIOUS SITES THROUGHOUT JERSEY CITY

**IV. Reasons (Need) for the Proposed Program, Project, etc.:**

TO PROVIDE INDEMNIFICATION TO VARIOUS AGENCIES FOR THE USE OF THEIR FACILITIES

**V. Anticipated Benefits to the Community:**

WILL PROVIDED STRUCTURED PROGRAMS AND ACTIVITIES TO JERSEY CITY CHILDREN AND ADULTS

**VI. Cost of Proposed Program Project, etc.***(Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):*

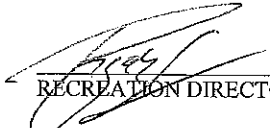
NONE

**VII. Date Proposed Program or Project will Commence:**

JANUARY 1, 2014

**VIII. Anticipated Completion Date:**

DECEMBER 31, 2014

**IX. Person Responsible for Coordinating Proposed Program/Project:  
RYAN STROTHER - DIRECTOR**  
RECREATION DIRECTOR10/28/13  
Date



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.745

Agenda No. 10.P

Approved: NOV 13 2013

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS DR. LENA FRANCES EDWARDS APARTMENTS, WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY

**WHEREAS, Genesis Ocean Associates, LLC** (hereinafter referred to as the "Sponsor") proposes to construct a four (4) story mixed use development consisting of fifty-four (54) affordable residential rental dwelling units, and approximately 2,276 square feet of retail space on the ground level (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the City of Jersey City (hereinafter referred to as the "Municipality") on a site described as Block 25804, Lots 17-23, 2, A, B, C, 18.99 and 20.99 as shown on the Official Assessment Map of the City of Jersey City, County of Hudson and commonly known as Dr. Lena Frances Edwards Apartments, 445, 447, 449 and 451-457 Ocean Avenue and 79-81 Dwight Street, Jersey City, New Jersey; and

**WHEREAS,** the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

**WHEREAS,** pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Jersey City (the "Council") that:

- (1) The Council finds and determines that the construction of a four (4) story mixed use development consisting of fifty-four (54) affordable residential rental dwelling units, and approximately 2,276 square feet of retail space on the ground level as proposed by the Sponsor meets or will meet an existing housing need; and
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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**DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT & COMMERCE**  
**Division of Community Development**

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**Inter-Office Memorandum**

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**DATE:** October 30, 2013  
**TO:** Council President Rolando Lavarro and Members of the Municipal Council  
**FROM:** Darice Toon, Director – Division of Community Development  
**SUBJECT:** Resolution of the Municipal Council of the City of Jersey City Determining that the Proposed Housing Project, Known as Dr. Lena Frances Edwards Apartments, Will Address an Existing Housing Need In the City of Jersey City

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The attached resolution is a standard resolution that is required by the State. Developers applying for New Jersey Housing Mortgage and Finance Agency (NJHMFA) funding are required to obtain a resolution from the municipality verifying that there is a need for their proposed project. This project will consist of fifty-four (54) affordable residential rental units and approximately 2,276 square feet of retail space on the ground level.

The developer was previously approved to receive HOME Investment Partnerships Program (HOME) funds for this activity. However, the project was cancelled due to financing challenges. The developer has restructured the project. Due to the availability of CDBG-Disaster Recovery (CDBG-DR) funds, this project will be very competitive and the developer stands a good chance of securing the required funds to bring this project to fruition.

Be advised that if the project is awarded NJHMFA funds, the award will go directly to the developer. The award will not impact the City's budget and it does not require matching funds from the City. However, the developer has applied for FY2014 HOME funds to cover a gap in funding.

If you have any questions, please feel free to contact me at x5304. Thank you.

cc: Muhammed Akil, Chief of Staff – City of Jersey City  
Anthony Cruz, Acting Director – HEDC  
Robert J. Kakoleski, Acting Business Administrator  
Robert Byrne, City Clerk

RECEIVED  
CITY OF JERSEY CITY  
DEPARTMENT OF HOUSING,  
ECONOMIC DEVELOPMENT &  
COMMERCE  
OCT 31 2013

## **LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

### **FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DETERMINING THAT THE PROPOSED HOUSING PROJECT, KNOWN AS DR. LENA FRANCES EDWARDS APARTMENTS, WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF JERSEY CITY**

### **NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

Darice Toon, Director, Division of Community Development – 201-547-5304

### **DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

Construction of fifty-four (54) affordable residential rental units and approximately 2,276 sq. ft. of retail space on ground level

### **ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Creation of affordable rental housing

### **COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**


### **IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

### **ANTICIPATED COMPLETION DATE:**

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DIVISION DIRECTOR

10/30/13  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

10/30/13  
DATE

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.746  
Agenda No. 10.Q  
Approved: NOV 13 2013  
TITLE:



## RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT THAT WOULD ALLOW MEMBERS OF THE PUBLIC TO USE CREDIT CARD AND ELECTRONIC PAYMENT SERVICES TO PAY FEES CHARGED BY VARIOUS CITY OFFICES AND RESCINDING RESOLUTION 11-666 APPROVED ON SEPTEMBER 27, 2011

COUNCIL  
Resolution:

moved adoption of the following

**WHEREAS**, the City of Jersey City (City) desires to award a contract that would allow members of the public to pay property taxes and fees listed under Chapter 160-1 of the City Code such as building permit fees, building subcode fees, health and sanitation fees, alcoholic beverage control license fees, and animal license fees by credit card or by an electronic payment system; and

**WHEREAS**, N.J.S.A. 40A:5-43 authorizes municipalities to establish systems to accept payments from the public by credit card or by an electronic payment system; and

**WHEREAS**, N.J.S.A. 40A:11-4.1(j) authorizes a municipality to use the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq., to award a concession contract; and

**WHEREAS**, the City began the process to award a concession contract by adopting Resolution 11-666 on September 27, 2011 which authorized the City to use the competitive contracting process to award a contract for credit card processing services to pay Chapter 160-1 fees charged by various City offices; and

**WHEREAS**, pursuant to N.J.A.C. 5:34-9.4(e), Resolution 11-666 will not suffice to award a concession contract because it was not accompanied by the legal opinion required by N.J.A.C. 5:34-9.4(d)(1) and because the entire procurement process was not completed after the adoption of Resolution 11-666 on September 27, 2011; and

**WHEREAS**, N.J.A.C. 5:34-9.4 provides that this type of contract may be awarded as a concession and requires the governing body to pass a resolution authorizing the procurement of a concession that includes the information identified in N.J.A.C. 5:34-9.4(d)(2); and

**WHEREAS**, the public need to award a concession is to satisfy constituents' desire to use credit cards and electronic payment systems at City offices; and

**WHEREAS**, the concession to be awarded is a contract to a vendor who will establish a system that will allow the public to pay City fees by credit card or electronic payment and the vendor will charge a transaction fee to be paid by members of the public who use a credit card or electronic payment system to pay a City fee; and

**WHEREAS**, the considerations, including the benefits and any risks the governing body took into account in reaching the decision to award a concession, were to provide members of the public with easy payment options at City offices, while considerably increasing the efficiency of City offices; and

**WHEREAS**, the estimate of the total annual value of the concession based on calendar year 2012 credit card payments in the Office of the Tax Collector is approximately \$1.2 million for property taxes and miscellaneous fees; and

## TITLE:

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT THAT WOULD ALLOW MEMBERS OF THE PUBLIC TO USE CREDIT CARD AND ELECTRONIC PAYMENT SERVICES TO PAY FEES CHARGED BY VARIOUS CITY OFFICES AND RESCINDING RESOLUTION 11-666 APPROVED ON SEPTEMBER 27, 2011**

**WHEREAS**, the City does not expect to receive revenue from the vendor who is awarded the concession because the vendor's fee is paid in the form of a convenience fee paid directly to the vendor by members of the public; and

**WHEREAS**, the basis of the ward of the concession will be based on upon several factors, including but not limited to the amount of the service charge for members of the public, the speed of receipt of payment by the City, the quality of customer service according to the evaluation matrix contained in the City's competitive contracting Request for Proposals document; and

**WHEREAS**, the cost to be incurred by the City as part of the concession is expected to minimal, because a small transaction fee will be paid by members of the public who pay City fees by credit card or by an electronic payment system; and

**WHEREAS**, there are no services, facilities, or endorsements to be provided by the City; and

**WHEREAS**, the City will use the competitive contracting process to award a contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that Resolution 11-666 approved on September 27, 2011 is hereby rescinded and the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. is authorized for awarding a concession contract for credit card and electronic payment processing services for the payment of property taxes and for the payment of fees for services listed under Chapter 160-1 of the City Code.

RR/cw  
11-6-13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

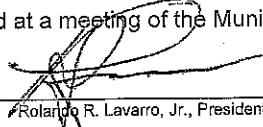
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

MEMORANDUM

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TO: City Council President and City Council Members  
FROM: Raymond Reddington, Supervisory Assistant Corporation Counsel *R.R.*  
DATE: November 6, 2013  
SUBJECT: Procurement of a Concession for Credit Card/Electronic Payment Services

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Currently, other than property taxes, members of the public cannot pay by credit card or by electronic payment the various fees charged by the City of Jersey City (City) listed under Chapter 160-1 of the City Code, such as building permit fees, building subcode fees, health and sanitation fees, alcoholic beverage control license fees, animal license fees. They can only be paid by cash or personal check. The City desires to offer the option to the public to pay these fees by credit card or by an electronic payment system.

N.J.S.A. 40A:5-43 authorizes municipalities to establish systems to accept payments from the public by credit card or by an electronic payment system. To establish such systems, the City needs to enter into a contract with a contractor for the processing of credit card payments and electronic payments. The contract will be awarded as a concession. N.J.S.A. 40A:11-3(37) defines concession as, "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit."

Pursuant to N.J.S.A. 40A:11-4.1(j), the City is authorized to award a concession contract for this service under the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq. The Competitive Contracting Law requires that the City publicly solicit proposals for this service. Pursuant to N.J.A.C. 5:34-4.2, among the factors to be considered in the award of a concession contract are technical criteria, management criteria, and cost criteria. Based upon a review of the statutes and regulations governing concession contracts, it is the Law Department's opinion that a contract with a contractor to process payments made by members of the public to the City by credit card or by an electronic payment system satisfies the definition of a concession. In exchange for providing its services, the contractor will charge members of the public a service fee for each transaction. Because of this the City expects that its contract costs will be minimal such as payments made by the City to the contractor for checks returned for insufficient funds.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-747

Agenda No. 10.R

Approved: NOV 13 2013

TITLE:



## RESOLUTION AUTHORIZING THE CITY COLLECTOR TO ENTER INTO A WRITTEN AGREEMENT FOR AN INSTALLMENT PLAN ON 503 GARFIELD AVENUE A PROPERTY OWNED BY LET'S CELEBRATE URBAN RENEWAL, LLC

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, Let's Celebrate Urban Renewal, LLC [Entity], is the owner of certain property designated as Block 1465, Lot 18 and Block 25902, Lot 25, and more commonly known by the street address of 503 Garfield Avenue [Property], which property is occupied by low and moderate income families and is subject to a tax exemption agreement; and

**WHEREAS**, as the result of an audit of its fiscal affairs, it was determined that the Entity had underpaid its Service Charge, which would have enabled the Jersey City's Tax Collector to place a lien on the Property; and

**WHEREAS**, instead, the City has agreed to allow the Entity to pay the sum owed over a period of five (5) years; and

**WHEREAS**, N.J.S.A. 54:5-19 allows a municipality to approve installment plans payable in equal monthly installment payments; and

**WHEREAS**, the Entity wishes to set up a tax installment plan for 60 months with 0% interest to pay off all arrears; and

**WHEREAS**, the Tax Collector is authorized to remove 503 Garfield from the tax sale on December 19, 2013, upon the execution of the installment plan agreement; and

**WHEREAS**, the principal amount due is \$291,894 for years 2006 through 2012;

**WHEREAS**, a down payment of \$72,000.00 shall be paid upon execution of this agreement, with the remaining balance of \$219,894 paid in equal monthly installments of \$3,665 on the first of each month for 60 months; and

**WHEREAS**, the owner of this property has never received any prior installment agreement plan, which would have made it ineligible; and

**WHEREAS**, all taxes, assessments and other municipal liens, including Service Charges, falling due subsequent to the date of the agreement (current charges) must be promptly paid; and

**WHEREAS**, if any installment authorized by the agreement, or any subsequent taxes or charges, are not paid within 30 days of when they became due and payable, the agreement is void, and the Tax Collector shall proceed to hold a tax sale against the property.



City Clerk File No. Res. 13.747  
 Agenda No. 10.R NOV 13 2013

TITLE: **RESOLUTION AUTHORIZING THE CITY COLLECTOR TO ENTER INTO A WRITTEN AGREEMENT FOR AN INSTALLMENT PLAN ON 503 GARFIELD AVENUE A PROPERTY OWNED BY LET'S CELEBRATE URBAN RENEWAL, LLC**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. the Tax Collector be and is hereby authorized to execute a tax installment agreement with Let's Celebrate Urban Renewal, LLC, owner of certain property designated as Block 1465, Lot 18 and Block 25902, Lot 25, and more commonly known by the street address of 503 Garfield Avenue, to pay the sum of \$72,000 upon execution of the agreement and \$291,894 without interest, in even installment of \$4,865 a month over a 60 month period; and
2. the Tax Collector is also authorized to remove this parcel from the upcoming tax sale.

JM/he  
 10/29/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.748

Agenda No. 10.5

Approved: NOV 13 2013

TITLE:



## RESOLUTION AUTHORIZING THE EXTENSION OF A LICENSE AGREEMENT WITH THE JERSEY CITY PARKS COALITION, TO USE A PORTION OF VAN VORST PARK IN ORDER TO CONSTRUCT CERTAIN IMPROVEMENTS

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, the City of Jersey City is the owner of Van Vorst Park [the Park]; and

**WHEREAS**, Jersey City Parks Coalition, is a nonprofit, 501(c)(3) organization [JCPC] as indicated on the Certificate attached hereto as Exhibit A; and

**WHEREAS**, JCPC received \$120,000 in grants from Green Acres and the Hudson County Open Space Trust Fund for the construction of a sprayground in Van Vorst Park; and

**WHEREAS**, in order to construct certain improvements, more specifically, a sprayground [the sprayground] the Entity needs access to the Park; and

**WHEREAS**, the Entity desires to undertake the construction of the sprayground at no cost to the City and to donate it to the City, as a gift; and

**WHEREAS**, the Entity agreed to indemnify and insure the City against any damages arising during construction and to assign any warranties or guaranties to the City; and

**WHEREAS**, the City agreed to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to use the Park for the purposes set forth above of, and for no other purpose whatsoever; and

**WHEREAS**, the License commenced on the date of the approval of the within resolution and shall expire no later than 18 months thereafter; and

**WHEREAS**, unfortunately the license expired before funding was finalized and, therefore, the JCPC requested an 18 month extension; and

**WHEREAS**, upon completion of the improvements and the written approval of work by the City's Engineer or Architect, the City of Jersey City will accept the sprayground as a gift; and

**WHEREAS**, pursuant to N.J.S.A. 40A:5-29, the City of Jersey City is authorized to accept the donation of goods and services as a gift, upon completion and upon the approval by the City's Engineer or Architect.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. Jersey City Parks Coalition, a nonprofit 501(c)(3) organization, is authorized to use the Van Vorst Park for a period commencing on the date of the adoption of the within Resolution, for an additional period of 18 months, subject to the above stated terms and conditions; and

TITLE:

**RESOLUTION AUTHORIZING THE EXTENSION OF A LICENSE AGREEMENT  
WITH THE JERSEY CITY PARKS COALITION, TO USE A PORTION OF VAN  
VORST PARK IN ORDER TO CONSTRUCT CERTAIN IMPROVEMENTS**

2. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the License Agreement in substantially the form attached hereto.

*JM/he*  
11/01/13

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

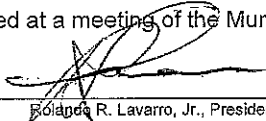
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE EXTENSION OF A LICENSE AGREEMENT WITH THE JERSEY CITY PARKS COALITION, TO USE A PORTION OF VAN VORST PARK IN ORDER TO CONSTRUCT CERTAIN IMPROVEMENTS

**Initiator**

Department/Division	Law	Law
Name/Title	Joanne Monahan	Asst. Corporation Counsel
Phone/email	(201) 547-4230	joanne@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Authorize an extension of a license agreement between the City of Jersey City and the Jersey City Parks Coalition, to allow the JC Parks Coalition to construct certain improvements at the Van Vorst Park, more specifically a sprayground.

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

**LICENSE AGREEMENT**

This **AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_, 2013, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, [City or Licensor] and **JERSEY CITY PARKS COALITION, INC.**, with offices at 80 Sherman Place, Jersey City, NJ 07307, [JCPC or Licensee.]

**WITNESSETH** that:

1. The City is the owner of certain known as Van Vorst Park [Property], more particularly described by the metes and bounds and depicted on the map, both of which is attached hereto as Exhibit A.
2. Licensee desires to construct some improvements to the playground in the Property as a gift to the City, in accordance with the scope of services attached hereto as Exhibit A [hereinafter, Improvements].
3. In order to construct the Improvements on the Property, the Licensee required the permission of the City.
4. By the adoption of Resolution 11-598 on August 31, 2011, the City agreed to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to use the City Property to construct and install the Improvements and for no other purpose whatsoever.
5. This License commenced as of August 31, 2011, and expired on or about 18 months thereafter or March 1, 2013.
6. Unfortunately the license expired before funding was finalized and, therefore, the JCPC requested an 18 month extension.

7. This License shall commence \_\_\_\_\_, 2013, and shall expire no later than 18 months thereafter or May \_\_, 2015.

8. No permanent Improvements to the Property shall be permitted unless the drawings or plans have been approved for each phase of the work in writing by the City's Director Architecture or Chief Engineer, at least five (5) days before any work is to commence.

9. Licensee shall pay the City no consideration for this License, the JCPC having agreed to donate the Improvements and all services and materials related thereto, to the City, and upon completion, donate same as a gift for use by the public. Transfer of the gift shall not occur until completion of the Improvements and after written approval of the work by the City's Chief Engineer or Chief Landscape Architect. Upon written approval of the Improvements, the JCPC shall have no further obligations or liability. The Licensee, however, shall assign any warranties or guarantees with its contractors or sub-contractors to the City.

10. During construction and until completion and approval by the City's Chief Engineer and/or Chief Landscape Architect, Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims caused or exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, on or about the Property during the term of this agreement, whether the use of the Property is within or outside the scope of the above permitted use.

11. During construction and until completion and approval by the City's Chief Engineer and/or Chief Landscape Architect, Licensee and all contractors and subcontractors of Licensee, shall carry Property Damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000 or such other type and amount as is deemed necessary or appropriate by the City's Risk Manager. Licensee shall furnish to the City a Certificate of Insurance for the benefit of Licensee or its contractors and subcontractors, naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of Insurance evidencing policies of insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this Agreement but in no event later than five (5) days prior to the commencement of any construction conducted pursuant to this Agreement.

12. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with Licensee's use of the Property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate, Chief Landscape Architect and the City Engineer, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

13. Licensee shall accept sole responsibility for any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees needed for restoration of the property, at no cost to the City of Jersey City.

14. Licensee's obligations hereunder shall survive any termination of this Agreement. The obligation of Licensee hereunder, however, may be assigned in whole or in

part to Licensee's contractor if such assignment is approved by the City's Risk Manager.

15. Any improvements to the Property completed by Licensee in connection with its use of the City Property shall be deemed to be the property of the City.

16. Licensee shall provide in writing to the City the names of two (2) authorized representatives of Licensee who shall be responsible for adherence to the terms and conditions of the License before, during and after the effective date of this License. No other persons are to speak or act for Licensee.

17. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

City: City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, NJ 07307

with a copy to the City's Director of Architecture

Licensee: Jersey City Parks Coalition, Inc.  
80 Sherman Place  
Jersey City, NJ 07302  
Attn: Cliff Waldman

18. The City reserves unto itself for any and all purposes, all rights of entry and possession, including but not limited to the inspection, repair and maintenance of any City utilities and for any public purpose.

19. Licensee shall at its own cost and expense restore the area surrounding the Improvements to the same condition it was in prior to the commencement date of this license to the reasonable satisfaction of the City Chief Engineer and the Chief Landscape Architect.

20. The parties intend only to create a temporary license and not to convey a lease,



easement or any other interest or estate in or running with the land. It is specifically agreed and understood that Licensee will not acquire any prescriptive interest or rights whatsoever to the City Property under this License.

21. Licensee shall not assign this Agreement, or occupy the Property for any other reason or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

22. All of the above terms and conditions shall be binding on Licensee, the City and all other parties for which the Property is herein licensed. The City reserves the right to terminate the License at any time during the term hereof for good cause, including but not limited to any violation of any applicable land use or construction code regulations, or to advance or effectuate any public purpose or policy, upon thirty (30) days prior written notice to Licensee.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of the date above written.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert J. Kakoleski**  
**Acting Business Administrator**

**WITNESS:**

**JERSEY CITY PARKS COALITION, INC.**

\_\_\_\_\_  
**Marc Wesson, Treasurer**

**/o=City/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=HEspinal**

**From:** Joanne Monahan  
**Sent:** Wednesday, November 06, 2013 9:44 AM  
**To:** Hjordys Espinal  
**Subject:** FW: Van Vorst Park Sprayground

Please attach to the resolution extending the license agreement. Thank you.

**From:** marc wesson [<mailto:marc.wesson7@gmail.com>]  
**Sent:** Wednesday, November 06, 2013 9:29 AM  
**To:** Joanne Monahan  
**Subject:** Van Vorst Park Sprayground

Good morning JoAnne,

On September 7<sup>th</sup>, 2011, the City of Jersey City and the Jersey City Parks Coalition entered into a License Agreement to add a "Sprayground" into Van Vorst Park. The Coalition received \$120,000 in grants from Green Acres and Hudson County during the same year, which has an expiration of June 25, 2014.

It has taken almost four years to get full documentation and plans from both the state and city. As a result, the original License Agreement with the city has expired and is in need of an extension in order to start construction this fall.

As per our telephone conversation, I'm asking that a new Agreement be executed as soon as possible so we may provide this new element to the community.

Thanking you in advance,

Marc Wesson – Treasurer

Jersey City Parks Coalition, Inc

President – Friends of Van Vorst Park, Inc.

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For more information please visit <http://www.symanteccloud.com>

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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.749

Agenda No. 10.1

Approved: NOV 13 2013

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR VIDEO EQUIPMENT & SOFTWARE UPGRADES TO THE JERSEY CITY PUBLIC SAFETY DEPARTMENT (POLICE) MOBILE SURVEILLANCE TRUCK FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, video equipment along with software upgrades are necessary to the Jersey City Public Safety Department (Police) Mobile Surveillance Truck to enhance viewing capabilities to the Office of Emergency Management & Homeland Security Emergency Operations Center (EOC); and

**WHEREAS**, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, MILLENNIUM Communications Group, is participating in a federal procurement program by a federal department or agency and is the holder of General Services Administration Contract Schedule 70 Contract GS-35F0220R; and

**WHEREAS**, MILLENNIUM Communications Group, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 submitted a quote in the total amount of Twenty Six Thousand Three Hundred Eighty Two Dollars and Eighty Nine Cents (\$26,382.89) for software upgrades to the Jersey City Surveillance Truck for the Office of Emergency Management & Homeland Security; and

**WHEREAS**, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

**WHEREAS**, the sum of \$26,382.89 is available in Account No. 02-213-40-272-314 which represents the UASI Federal & State Grant Calendar Year 2013;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 54:34-10.6 (c), a contract is awarded to MILLENNIUM Communications Group, 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F0220R, in the amount of \$26,382.89 to provide video equipment & software upgrades to the Jersey City Public Safety Department (Police) Mobile Surveillance Truck for the Office of Emergency Management & Homeland Security.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement.

(Continue to page 2)

City Clerk File No. Res. 13.749Agenda No. 10.1 NOV 13 2013

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR VIDEO EQUIPMENT & SOFTWARE UPGRADES TO THE JERSEY CITY POLICE DEPARTMENT MOBILE SURVEILLANCE TRUCK FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

3. The award of this contract shall be subject to the condition that MILLENNIUM Communications Group provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-3 et seq.
4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer, as Chief financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

**Office of Emergency Management & Homeland Security**

**Account No.**  
02-213-40-272-314

**Purchase Order**  
111613

**Amount**  
\$26,382.89

Peter Folgado, Director  
Purchasing, QPA, RPPO

Donna Mauer  
Donna Mauer, Chief Financial Officer

W. Greg Kierce, Director  
Office of Emergency Management

PF/pv  
10/28/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>11.13.13</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **FULL TITLE OF RESOLUTION AGREEMENT:**  
RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR SOFTWARE UPGRADES TO THE JERSEY CITY POLICE DEPARTMENT MOBILE SURVEILLANCE TRUCK FOR THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY
2. **NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING**  
**RESOLUTION:** W. Greg Kierce, Director of Office of Emergency Management & Homeland Security, 201-547-5681.
3. **DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE**  
**RESOLUTION:** Video equipment & software upgrades to the Jersey City Police Department Surveillance Truck to enhance viewing capabilities to the Office of Emergency Management & Homeland Security Emergency Operations Center (EOC).
4. **REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC.:** Enhance video Surveillance and situational awareness capabilities to the Emergency Operations Center.
5. **ANTICIPATED BENEFITS TO THE COMMUNITY:** Enhanced situational awareness to and expanded video surveillance capabilities to the Surveillance Truck.
6. **COST OF PROPOSED PROGRAM, PROJECT, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):** The cost of this contract is Twenty Six Thousand Three Hundred Eighty Two Dollars and Eighty Nine Cents (\$26,382.89) from UASI Federal & State Grant Fund.
7. **DATE PROPOSED OR PROJECT WILL COMMENCE:** Upon adoption by The Jersey City Municipal Council.
8. **ANTICIPATED COMPLETION DATE:** ASAP
9. **PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:** W. Greg Kierce, Director of Office of Emergency Management & Homeland Security.
10. **ADDITIONAL COMMENTS:** Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security.

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DEPARTMENT DIRECTOR

10/28/13  
DATE

  
SIGNATURE OF PURCHASING DIRECTOR

10/29/13  
DATE



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

## PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER  
**111613**

REQUISITION # **0163521**  
BUYER **RESOGSA**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE **10/28/2013** VENDOR NO. **MI368688**

### VENDOR INFORMATION

**MILLENNIUM COMMUNICATIONS**  
**11 MELANIE LANE, UNIT 13**  
**EAST HANOVER NJ 07936**

**DELIVER TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**

**JERSEY CITY NJ 07307**

**BILL TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
**JERSEY CITY NJ 07307**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	UPGRADES TO  TO THE MOBILE SURVEILLANCE TRUCK  GSA# GS-35F0220R  SCHEDULE 70: INFORMATION TECHNOLOGY EQUIPMENT SOFTWARE AND SERVICES  SIN NOS. 132-8: EQUIPMENT PURCHASE 132-12: EQUIPMENT MAINTENANCE 132-51: INFORMATION TECH PROF SRVCS  RESOGSA _____, APPROVED _____	02-213-40-272-314	26,382.8900	26,382.89

TAX EXEMPTION NO. **22-6002013**

**PO Total** **26,382.89**

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

# RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 6163521

PO # 111613

DEPT/DIV: OEM

SUBJ: Upgrades To Surveillance Truck

## GOODS & SERVICES NON BIDS

Amending  
Emergency  
EUS  
GSA  
Ordinance  
Pay to Play  
Prof Service  
State Contract  
Library  
Resolution

Quote/Proposal/Agreement					X					
<del>EEO/AA Compliance</del>										
BRC/Validation					X					
<del>Pay-to-Play, Political Contribution/B.E.D.</del>										
Legislative Fact Sheet/ Determination of Value					X					

## BIDS

Goods & Services  
Construction  
RFP's  
RFQ's  
Resolution

Proposal Page/Amounts					
EEO/AA Compliance					
BRC/Validation					
Certification Regarding Suspension/Debarment					
Legislative Fact Sheet/ Determination of Value					

Notes:

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**Requisition #****0163521****CITY OF JERSEY CITY**1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306**Assigned PO #****Requisition****Vendor**  
MILLENNIUM COMMUNICATIONS  
11 MELANIE LANE, UNIT 13  
EAST HANOVER NJ 07936**Dept. Bill To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY**Dept. Ship To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

MI368688

**Contact Info**  
MVALENTI  
015475684.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	UPGRADES TO	0221340272314025	26,382.89	26,382.89

TO THE MOBILE SURVEILLANCE TRUCK

GSA# GS-35F0220R

SCHEDULE 70: INFORMATION TECHNOLOGY  
EQUIPMENT SOFTWARE AND SERVICESSIN NOS. 132-8: EQUIPMENT PURCHASE  
132-12: EQUIPMENT MAINTENANCE  
132-51: INFORMATION TECH PROF SRVCS

RESOGSA \_\_\_\_\_, APPROVED \_\_\_\_\_

**Requisition Total 26,382.89**

Req. Date: 09/23/2013

Requested By: MVALENTI

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MILLENNIUM COMMUNICATIONS GROUP INC.

**Trade Name:**

**Address:** 11 MELANIE LANE UNIT 13  
EAST HANOVER, NJ 07936-1100

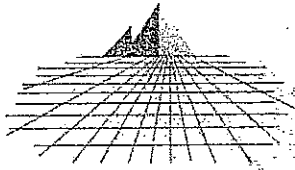
**Certificate Number:** 0083855

**Effective Date:** July 05, 1995

**Date of Issuance:** October 28, 2013

**For Office Use Only:**

20131028120644525



Office of Emergency Management  
Homeland Security  
715 Summit Avenue  
Jersey City, NJ 07303

Attn: Sergeant Greg Kierce  
Director OEM

Re: Surveillance Truck Upgrade

Dear Sergeant Kierce

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide all labor and materials required to complete the following:

1. Furnish and Install:

- SV-16v2 with 160GB including Security Center Omnicast software:
- 1 Directory for up to 16 cameras
- Archiving Support
- 1 Media Router
- 5 client/user connections
- Audio Support
- Camera Sequences
- Edge Recording and trickling support
- 1 Keyboard Connection
- Alarm Management
- Advanced Reporting
- System Partitioning
- Zone Monitoring
- Email Support
- Macro Support (actual macros sold separately)
- Time Zone Support
- All languages supported

2. Furnish and Install (6) Camera connections

3. Furnish and Install (6) SMA Camera connections

4. Furnish and Install (1) Iomega StorCenter

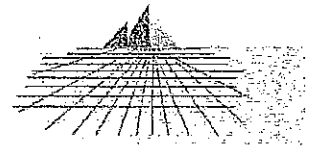
5. Furnish and Install (1) Client Viewing Machine w/ Quad monitor support and associated cabling & Adapters

11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Phone: 973.503.1313 Fax: 973.503.0111

[www.millenniuminc.com](http://www.millenniuminc.com)

Millennium Communications Group Is An Equal Opportunity Employer



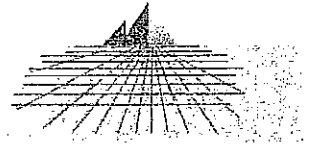
6. Furnish and Install (3) Wall mount monitor brackets for existing ELO monitors
7. Furnish and Install (4) Axis 2.0 Megapixel HDTV camera with 10x zoom, auto focus and day/night mode. Complying with SMPTE standards for HDTV 1080i and 720P. 25/30 in all resolutions in H.264 or Motion JPEG. Video motion detection and active tampering alarm. Gatekeeper functionality. I/O for alarm/event handling. Two-way audio with audio detection alarm.
8. Furnish and Install (1) All associated camera cabling, hardware and mounting
9. Furnish and Install (1) Cisco SF300-24MP Layer 3 Switch 24-port 10/100 + 4 combo Gigabit SFP PoE/PoE+
10. Furnish and Install (1) Canon Selphy CP800 Black Compact Photo Printer & Paper Set
11. Set Up and Configure new Genetec Software on new SV16 Server
12. Set Up and Configure new Genetec Software on new client viewing station
13. Remove existing desk and wall mount cabinets and all other hardware and mounts requested by the customer

**Total Proposal \$26,382.89**

Sincerely,

***Keith P Burkhard***  
Manager, Security & Surveillance



## Standard Terms & Conditions

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of

1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

### Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature

W Kresove

Print Name

Title

9/23/13.

Date

Please fax to (973) 503- 0111.



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Federal  
Acquisition  
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## Contractor Information

(Vendors) How to change your company information

Contract #: GS-35F-0220R		Socio-Economic : Small business	
Contractor: MILLENNIUM COMMUNICATIONS GROUP INC.		EPLS : Contractor not found on the Excluded Parties List System	
Address: 11 MELANIE LN EAST HANOVER, NJ 07936-1100		Govt. Point of Contact: SHAROLYN MACK	
Phone: 800-677-1919		Phone: 703-605-2751	
E-Mail: kmclaughlin@millenniuminc.com		E-Mail: sharolyn.mack@gsa.gov	
Web Address: http://www.millenniuminc.com		Contract Clauses/Exceptions: View the specifics for this contract	
DUNS: 932528250			
NAICS: 541519			

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0220R		Dec 20, 2014	132 12		
					132 51		
					132 8		



U.S. General Services Administration

**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

Millennium Communications Group, Inc. has been awarded under the cooperative purchasing program for Special Item Number 132-8, 132-12 and 132-51

**SIN 132-8 PURCHASE OF EQUIPMENT**

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES

Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

**SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE**

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 - Maintenance and Repair of Communication Equipment

**SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D301 IT Facility Operation and Maintenance

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D310 IT Backup and Security Services

FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services

FPDS Code D316 IT Network Management Services

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified.

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and ordering activities are advised that the Group 70 - Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

**MILLENNIUM COMMUNICATIONS GROUP, INC.**

11 Melanie Lane, Unit 13

East Hanover, NJ 07936-1100

Toll Free: 800.677.1919 Phone: 973.503.1313 Fax: 973.503.0111

Internet Address: [www.millenniuminc.com](http://www.millenniuminc.com)

**Contract Number: GS-35F-0220R**

**Period Covered by Contract: December 21, 2004 through December 20, 2014**

General Services Administration

Federal Supply Service

Pricelist current through Modification #16 dated February 12, 2013

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

100% Complete
Partial

Millennium Communications Group Inc.

**Job# 13-G-0412**

Estimate Number GSA GS-35F-0220R Date: 9/30/2013

Date: 9/30/2013

ISA GS-35F-0220R

Estimate Number

**Automatic 1 year warranty on equipment & workmanship**

1

Automatic, four training on equipment as recommended.

[illegible]





**Project Manager**      **Labor Rate:    \$161.16**

**Functional Responsibilities:** Responsible for overall contract performance. Defines, directs, and enforces administrative and technical specifications related to project tasks and subtasks. Responsible for following and development of project task schedules. Plans, directs, organizes and staffs highly skilled leaders and team members. Manages and provides direction for multiple large complex projects including, technical projects, and E-Business projects. Supervises preparation, submission and accuracy of all required project documentation. Communicate task assignment to all project personnel. Manage financial budgets and supplies. Responsibilities include project quality assurance and conformance to defined project requirements.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 10+ years of related experience

**Network Integrator**      **Labor Rate:    \$129.14**

**Functional Responsibilities:** Responsibilities include assisting in monitoring and adjusting network constraints to ensure optimum performance. Works with operation management and client in aiding implementation of specific technology approach. Installs and supports LAN and configures networks. Analyzes network characteristics (e.g. traffic, transmission speeds, throughput, etc). Also assists in troubleshooting fiber transmission facilities and over-all maintenance of network equipment. Creates documentation for system support and users. Supports the evaluation of hardware and software. Assists in testing of system and application software.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 8+ years of related experience

**Field Optic Technician**      **Labor Rate:    \$113.64**

**Functional Responsibilities:** Responsibilities include installation and testing of equipment used in secure and non-secure data communication and networks components, including computers, servers, routers, modems, and encryption devices. Implements testing procedures to provide project data scope. Capable of independently testing fiber optic cables (both single and multi modes ). Tests and installs local and wide-area networks, splices fiber optic cable using mechanical and fusion splicing technologies.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 7+ years of related experience

**Field Survey Engineer**      **Labor Rate:    \$96.07**

**Functional Responsibilities:** Responsibilities include maintaining and repairing information technology systems, secondary equipment and all related software. Conduct tests and/or research of installation, equipment, and standard procedures. Analyze data and prepares test reports. Develop, review and resolve operational inefficiencies. Maintains systems and supported software. Responsibilities include diagnosing technical & operational problems onsite and for implementing action after conferring with Project Manager. Must be experienced and knowledgeable in technical field.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 6+ years of related experience

**Field Technician**      **Labor Rate:    \$90.92**

**Functional Responsibilities:** Responsibilities include performing mechanical and fusion splices. Is knowledgeable in Avaya, Corning and other fiber equipment and practices. Is able to terminate with all type of connectors. Proficient and is able to comply with installation guidelines and practices. Is trained to work safely and must be familiar with proper safety procedures and safety equipment. Must be experienced and knowledgeable in technical field.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 5+ years of direct related experience

**Installation Specialist Labor Rate: \$90.92**

**Functional Responsibilities:** Responsibilities include supervision of installation/field technicians. Organizes and directs network installations and onsite surveys. Analyzes, and designs communication and network components and local and wide area networks. Must have experience and be familiar with engineering documentation, network configurations, frames, relays, bridges, and routers. Directs and leads preparation of information technology plans and site installation technical designs. Also develops installation schedules. Coordinates post-installation operations and maintenance support.

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 5+ years of direct related experience

**CAD Designer Labor Rate: \$77.48**

**Functional Responsibility:** Responsibilities include working with technicians, engineers, or other CAD Designers for developing specifications and details of the project, including translating plans into detailed drawings using Computer Aided Drafting (CAD). The drawings should display infrastructures for wiring, cabling, etc. The designer should work with CAD tools to create designs and drawings for cable plant implementation. Should use computer graphics to produce, modify and format plans, blueprints, designs, technical illustrations, CAD files and designs projects. Must be familiar with CAD packages and be able to read and interpret network and infrastructure diagrams

**Education:** B.A or B.S in IT or Related Field\*

\*5 years of direct related experience in lieu of a degree

**Experience:** 3-5 years direct related experience

All non-professional labor categories must be incidental to and used solely to support hardware, software, training and/or professional services and cannot be purchased separately.

travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

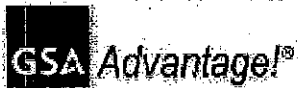
When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

Repair services will be evaluated by Millennium Communications Group, Inc. and the appropriate repair category(ies) will be used for performance of repair. After hour repair services will be charged at time and a half and Sunday repair services will be charged a double time.

Repair Rate #2	\$123.88
Repair Rate #3	\$109.02
Repair Rate #4	\$92.16
Repair Rate #5	\$87.21
Repair Rate #6	\$87.21

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.



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### CATEGORY 5 UTP CABLE ( PLENUM ) FURNISH

**\$632.98 EA**  
 sold and shipped by  
MILLENNIUM  
COMMUNICATIONS  
GROUP

<b>Mfr Part No.:</b>	LVC001	• Desc
<b>Manufacturer:</b>	MILLENNIUM COMMUNICATIONS GROU	Catego ry 5 UTP cable (
<b>Contract No.:</b>	GS-35F-0220R (ends: Dec 20, 2014)	Plenu m )
<b>MAS Schedule/SIN:</b>	70/132-8	Furnish and
<b>Made In:</b>	UNITED STATES OF AMERICA	Install
<b>Order Increment:</b>	1	a
		comple te
Disaster Recovery Purchasing items		Catego ry 5
Cooperative Purchasing items		UTP
		Comm unicati ons
		Drop up to 300 feet

### Compare Available Sources

Quantity:

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**Instructions:** Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ♦ Indicates when volume discounts are offered.

<u>Price/Unit</u> ♦	<u>Contractor</u> ♦	<u>Socio</u>	<u>Deliv</u> <u>Days</u> ♦	<u>Min</u> ♦	<u>FOB/Shipping</u> ♦
	<u>MILLENNIUM</u>		30 days		<u>D-</u>



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### INSTALLATION AND NETWORK CONFIGURATION O

**\$688.67 EA**  
sold and shipped by  
MILLENNIUM  
COMMUNICATIONS  
GROUP

**Mfr Part No.:** SSS022  
**Manufacturer:** MILLENNIUM  
COMMUNICATIONS  
GROU  
**Contract No.:** GS-35F-0220R (ends:  
Dec 20, 2014)  
**MAS Schedule/SIN:** 70/132-8  
**Made In:** UNITED STATES OF  
AMERICA  
**Order Increment:** 1

DISAST  
RECVR Disaster Recovery Purchasing  
items  
COOP  
PURCH Cooperative Purchasing items

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**Compare Available Sources**

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[Home](#) > Product Detail**INSTALLATION AND NETWORK  
CONFIGURATION O**

**\$519.61 EA**  
sold and shipped by  
MILLENNIUM  
COMMUNICATIONS  
GROUP

<b>Mfr Part No.:</b>	SSS009	• Desc
<b>Manufacturer:</b>	MILLENNIUM COMMUNICATIONS GROU	Installa tion and networ k
<b>Contract No.:</b>	GS-35F-0220R (ends: Dec 20, 2014)	configu ration of
<b>MAS Schedule/SIN:</b>	70/132-8	single camera license
<b>Made In:</b>	UNITED STATES OF AMERICA	
<b>Order Increment:</b>	1	

DISAST  
RECOV Disaster Recovery Purchasing  
items

COOP  
PURCH Cooperative Purchasing items

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**Compare Available Sources**Quantity: **Add to Cart**

**Instructions:** Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ♦ Indicates when volume discounts are offered.

	<u>Price/Unit</u> ♦	<u>Contractor</u> ♦	<u>Socio</u>	<u>Deliv</u> <u>Days</u> ♦	<u>Min</u> ♦	<u>FOB/Shipping</u> ♦
◎	\$519.61 EA	<u>MILLENNIUM</u> <u>COMMUNICATIONS</u> <u>GROUP</u>	s	30 days shipped ARO	\$100.00	D- <u>CONUS,AK,PR,HI</u>

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Online ShoppingA service of the U.S. General Services  
Administration

Shop by Category ▾	<b>Search</b>	Products	DTC-10-002	Go	Advanced	0
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Technology**  
[Network switches](#)

**Manufacturers/Brands**

**MILLENNIUM  
COMMUNICATIONS  
GROU...**

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**Green/Special Programs**

- [Disaster Recovery items](#)
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**Shipping**
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Criteria: [all GS-35F-0220R in contract number and 132 8 in Special Item Number\(SIN\) and "DTC-10-002"](#)

Did you mean: "[dc 10 002](#)"

Sort by

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[GO](#)**INSTALLATION AND NETWORK CONFIGURATION O**

DTC-10-002

**\$3,631.23 EA**

30 days shipped ARO

From 1 source

INSTALLATION AND NETWORK  
CONFIGURATION OF DESK TOP  
MOUNTED CLIENT SERVER DUAL  
MONITOR READY

**Mfr:** MILLENNIUM COMMUNICATIONS  
GROUP, INC.

**Contractor:** MILLENNIUM  
COMMUNICATIONS GROUP [GS-35F-  
0220R] (s)

**DISAST COOP**  
**REGOR PURCH**

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looking for?**

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Service toll free at  
**800-488-3111**  
Available 24 hours a day  
Monday - Friday  
(8 AM Central Sunday  
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Friday)




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Services AdministrationShop by  
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## INSTALLATION AND NETWORK AND SERVER CONF

**\$11,515.83 EA**  
sold and shipped by  
MILLENNIUM  
COMMUNICATIONS  
GROUP

**Mfr Part No.:** SSS003  
**Manufacturer:** MILLENNIUM  
COMMUNICATIONS GROU  
**Contract No.:** GS-35F-0220R (ends: Dec 20,  
2014)  
**MAS Schedule/SIN:** 70/132-8  
**Made In:** UNITED STATES OF AMERICA  
**Order Increment:** 1

Disaster Recovery Purchasing  
items

Cooperative Purchasing items

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## Compare Available Sources

Quantity: [Add to Cart](#)

**Instructions:** Select price below, enter qty at left, then Add to Cart.  
To view another contractor description, simply select the Contractor in  
the list below. ♦ Indicates when volume discounts are offered.

<u>Price/Unit</u> ♦	<u>Contractor</u> ♦	<u>Socio</u>	<u>Deliv Days</u> ♦	<u>Min</u> ♦	<u>FOB/Shipping</u> ♦
◎ \$11,515.83 EA	<u>MILLENNIUM</u> <u>COMMUNICATIONS</u> <u>GROUP</u>	§	30 days shipped ARO	\$100.00	D- <u>CONUS,AK,PR,HI</u>

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Shop by Category ▾	<b>Search</b>	Products	POE-10-025	Go	Advanced	0
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## Categories

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Technology](#)  
[Network switches](#)

## Manufacturers/Brands

[MILLENNIUM  
COMMUNICATIONS  
GROU...](#)

## Photos

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- [Small Business](#)

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Programs

- [Disaster Recovery  
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- [Cooperative  
Purchasing items](#)

## Search Results - Products

Criteria: " POE-10-025 "

Sort by

Limit by price

Search within results

Most relevant ▾

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Find any of these words ▾

GO

No image  
available  
at this time**FURNISH AND INSTALL 24 PORT 10/100/1000**

POE-10-025

From:  
**\$2,638.59**incl: s  
From 1 source

FURNISH AND INSTALL 24 PORT  
10/100/1000 WEB SMART  
ETHERNET SWITCH / 8PORTS  
10/100/100 RJ45 / 16 SLOTS FOR  
MINI GBIC FIBER MODULES W/  
POWER SUPPLY AND SFP  
MODULES

**Mfr:** MILLENNIUM  
COMMUNICATIONS GROUP, INC.

DISAST REC OV	COOP PURCH
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looking for?**

Call GSA Customer  
Service toll free at  
**800-488-3111**  
Available 24 hours a  
day  
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(8 AM Central Sunday  
through 8:30 PM Central  
Friday)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.750  
Agenda No. 10.U  
Approved: NOV 13 2013  
TITLE:



## RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SMITHS DETECTION INC FOR THE PURCHASE OF HAZMAT GAS ID PACKAGE AND HAZMAT CONFIGURATION UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE)

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Hazmat ID Package is a portable tool that can detect, identify, assess, render-safe, dismantle, transfer and dispose of Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE); and

WHEREAS, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

WHEREAS, Smiths Detection, 21 Commercer Drive, Danbury, Connecticut, 06810 is in possession of State Contract No. A82106, submitted a proposal for a **Hazmat ID Package and Hazmat Configuration**; and

WHEREAS, funds are available for this contract in the Federal and State Fund;

Account	P.O. #	State Contract	Total Contract
02-213-40-307-314	111483	A82106	\$129,219.14
02-213-40-307-314	111482	A82106	<u>\$142,080.00</u>
			<b>\$271,299.14</b>

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Smiths Detection be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on Page 2)

02013116

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SMITHS DETECTION INC FOR THE PURCHASE OF HAZMAT GAS ID PACKAGE AND HAZMAT CONFIGURATION UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (FIRE)**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
02-213-40-307-314	111483	A82106	\$129,219.14
02-213-40-307-314	111482	A82106	<u>\$142,080.00</u>
			<b>\$271,299.14</b>

Approved by \_\_\_\_\_

Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
10/7/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

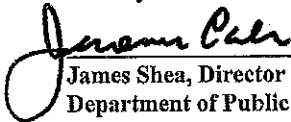
Robert Byrne, City Clerk

### ORDINANCE/RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **Full title of Ordinance/Resolution/ Cooperation Agreement:**  
**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SMITHS DETECTION INC. FOR THE PURCHASE OF HAZMAT GAS ID PACKAGE AND HAZMAT CONFIGURATION UNDER STATE CONTRACT FRO THE DEPARTMENT OF PUBLIC SAFETY (FIRE)**
2. **Name and Title of Person Initiating Ordinance/Resolution:**  
James Shea, Director, Department of Fire and Emergency Services
3. **Concise description of the program, project or plan proposed in the Ordinance/Resolution:**  
The Hazmat ID package is a portable tool that detects and identifies chemical, biological, radiological, nuclear and explosives (CBRNE)
4. **Reasons for the proposed program, project, etc.:**  
For public safety and first responder safety.
5. **Anticipated benefits to the community:**  
It is the mission of the first responders to provide public safety.
6. **Cost of proposed program project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**  
\$271,299.14 from the Port Security Grant-FEMA 02 213 40 307 314
7. **Date proposed program or project will commence:**  
N/A
8. **Anticipated completion date:**  
N/A
9. **Person responsible for coordinating proposed program/project:**  
James Shea, Director, Department of Public Safety.

I certify that all the facts presented herein are accurate.

  
James Shea, Director  
Department of Public Safety

Date: \_\_\_\_\_



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

## PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER  
**111483**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

REQUISITION # **0163578**  
BUYER **STATECONT**

DATE: **10/10/2013** VENDOR NO: **SM515189**

### VENDOR INFORMATION

**SMITHS DETECTION INC.**  
**21 COMMERCER DRIVE**

**DANBURY CT 06810**

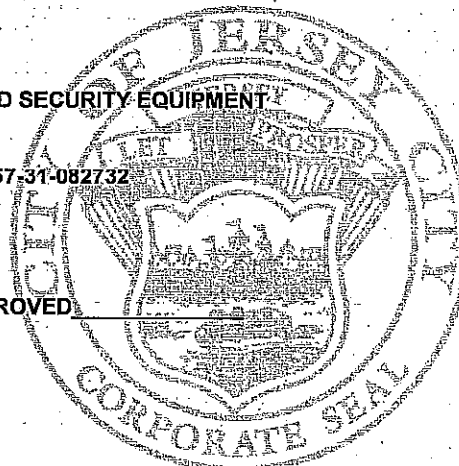


**DELIVER TO**  
**FIRE HEADQUARTERS**  
**465 MARIN BLVD.**

**JERSEY CITY NJ 07302**

**BILL TO**  
**FIRE HEADQUARTERS**  
**465 MARIN BLVD.**  
**JERSEY CITY NJ 07302**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
2.00	EA	<b>GAS ID PARTNERSHIP GAS ID PARTNERSHIP PACKAGE</b>  <b>CONTACT: CAPT DENNIS WHELAN DWHELAN@NJJCPS.ORG CELL: 732-546-8255</b>  <b>QUOTE: OWAE5A1000C7</b>  <b>T-0106: POLICE &amp; HOMELAND SECURITY EQUIPMENT &amp; SUPPLIES</b>  <b>LINE: 00014, COMM CODE: 257-31-082732</b>  <b>SC A82106</b>  <b>RESO _____, APPROVED _____</b>	02-213-40-307-314	64,609.5700	129,219.14



TAX EXEMPTION NO. **22-6002013**

**PO Total 129,219.14**

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

Requisition #
0163578

**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306



Assigned PO #

**Requisition**

Vendor

Dept. Bill To  
 FIRE HEADQUARTERS  
 465 MARIN BLVD.  
 JERSEY CITY NJ 07302

Dept. Ship To  
 FIRE HEADQUARTERS  
 465 MARIN BLVD.  
 JERSEY CITY NJ 07302

SM 515189

Contact Info  
 Janis  
 0000004898

*[Handwritten signature]*

10/9/13

Quantity	UOM	Description	Account	Unit Price	Total
2.00	EAC	GAS ID PARTNERSHIP	02-213-40-307-314	64,609.57	129,219.14
GAS ID PARTNERSHIP PACKAGE AS PER ATTACHED QUOTE: OWAE5A1000C7 STATE CONTRACT #74019 CONTACT: CAPT DENNIS WHELAN DWHELAN@NJJCPS.ORG CELL: 732-546-8255					

Requisition Total 129,219.14

Req. Date: 09/25/2013

Requested By: JANIS

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**



## Smiths Detection

### Quotation for:

Jersey City Fire Dept.  
465 Marin Boulevard  
Jersey City, NJ 07305

Attn: Capt. Dennis Whelan  
Marine Division Coordinator

DATE: 1/27/2013

QUOTATION NO.: OWAE5A1000C7

PAGE NO.: Page 1 of 7

TERMS: Net 30

VALID UNTIL: 4/27/2013

NJ State Contract: 74019

T-0106

Delivery Terms: F.O.B. Origin

Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	NJ Price	Net Price
1	2	023-3005	<b>GasID Partnership Package</b>	\$67,500.00	\$64,609.57	\$129,219.14

The first, truly portable FT-IR gas and vapor identification tool designed for use by Emergency Responders.

Sample interfaces: A customized thermal desorption tube and sampling pump preconcentrates the gas or vapor for analysis. Identification is performed by infrared analysis in a gas cell after the sample is pumped through the desorption tube. Alternatively, a Tedlar bag interface is provided for sample collection. Filling the Tedlar bag with a conventional sample pump or other non-destructive gas detector will facilitate analysis and identification with the GasID's internal gas cell.

Smiths Detection customized data collection: Includes software for advanced data manipulation, GasID software for control of the GasID system, and an embedded computer that features a touch screen interface. All screens have been customized for use by the Emergency Responder.

Power: 12VDC or 115/240 VAC 50/60 HZ

#### GasID package features:

1. Pelican hardened shipping case.
2. Thermal Desorption Sampling Kit - includes 400 customized sample tubes for analysis and 100 standard tubes for training purposes.
3. Two Intrinsically safe sampling pumps - UL certified.
4. Two Tube Holder Modules.
5. Tedlar Bag Sampling Kit - includes 10 Tedlar Bags.
6. Data compartment - including USB port, Ethernet port, Keyboard/Mouse port, and Power port.
7. Rechargeable batteries: Two batteries for GasID system, two batteries for heater and pump, one battery for sampling pump.
8. External Battery Chargers.
9. USB storage device.
10. Keyboard and mouse to be used with GasID system.
11. Standard one year Warranty and Partnership Program plus an additional 3 year Partnership Program extension for a total of 4 years. See Partnership Program below for details.
12. On-Site Training-One day system integration training held on-site at the customer's facility for up to sixteen people.

\*Best efforts will be made to arrange and complete training within 45 days after receipt of unit.

\*A training day must be booked within one year after receipt of unit or training will be forfeited.

#### Partnership Program:

- Free software updates.
- All parts and labor to repair system.
- Free loaner (delivered by overnight carrier).
- 24/7 Reachback access to Ph.D. Chemists, Engineers and Applications Scientists for spectral





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SMITHS DETECTION INC.

**Trade Name:**

**Address:** 2202 LAKESIDE BLVD.  
EDGEWOOD, MD 21040

**Certificate Number:** 0059376

**Effective Date:** December 13, 2004

**Date of Issuance:** October 10, 2013

**For Office Use Only:**

20131010142554149

Account Inquiry Details

Ext. Rep. Print Report

**\*\* Budget Account \*\***

Fund **2** FEDERAL & STATE GRANT FND  
 G/L **213** RES GRANTS APPROP  
 Cafr **40** RES GRANTS APPROPD  
 Subsidiary **307** PORT SECURITY-FEMA  
 Line Item **314** CONTRACTUAL SERVICES  
 Sort Code **60** DEPARTMENT OF FIRE

Budget Amount **00.**  
 Revised Budget **466,667.00**  
 Beginning Balance **466,667.00**  
 Prior YTD Expended **00.**  
 Curr. YTD Expended **00.**  
 Open Encumbered **00.**  
 Ending Balance **466,667.00**

Year/Period **2013 / 10** ☒ View in Ascending Order  
☐ View in Descending Order

Chg. Year/Period **2013 /**

[New Acc.](#) [Previous >](#) [< Next](#)

Double-Click On An Item Below To View All Details of Corresponding Transaction

JE	9	8/20/2013	PO#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
						BUDGET MODIFIC	.00	466,667.00

[Print Account](#)

[View Open Enc](#)

[View gls Line](#)



## Smiths Detection

### Quotation for:

Jersey City Fire Dept.  
465 Marin Boulevard  
Jersey City, NJ 07305

Attn: Capt. Dennis Whelan  
Marine Division Coordinator

DATE: 1/27/2013  
QUOTATION NO.: OWAB5A1000C7  
PAGE NO.: Page 2 of 7  
TERMS: Net 30  
VALID UNTIL: 4/27/2013  
NJ State Contract: 74019  
T-0106  
Delivery Terms: F.O.B. Origin  
Federal ID#: 22-355-2823

Item Qty	Part No.	Description	Base Price	NJ Price	Net Price
		interpretation assistance and/or technical support.			
		Included Libraries			
		000-0070 NIST / EPA Vapor Phase Infrared Library			
		000-0071 PNNL / DOE Vapor Phase Infrared Library			
		000-0072 WMD Vapor Phase Infrared Library			

**TOTAL: \$ 129,219.14**

DATE: 1/27/2013

QUOTATION NO.: OWAE5A1000C7

PAGE NO.: Page 3 of 7

TERMS: Net 30

VALID UNTIL: 4/27/2013

NJ State Contract: 74019

T-0106

Delivery Terms: F.O.B. Origin

Federal ID#: 22-355-2823

**Quotation for:**

Jersey City Fire Dept.  
465 Marin Boulevard  
Jersey City, NJ 07305

Attn: Capt. Dennis Whelan  
Marine Division Coordinator

**Item Qty Part No. Description**

Should you have any questions regarding this quotation, please contact *Kevin Good* at (908) 454-2919 or via email at [kevin.good@smithsdetection.com](mailto:kevin.good@smithsdetection.com).

**Terms and Conditions Summary**

ALL Smiths Detection standard Terms & Conditions apply to ALL quotations unless specifically amended in said quotation. Smiths Detection's Terms & Conditions can be found in its entirety following this summary.

Items that appear on our GSA contract reflect the appropriate discounted price. Proof of GSA discount eligibility is required for all non Federal customers. To verify that a GSA discount has been applied, simply note that the Unit Price and Net Price differ by the appropriate discount level.

Delivery for the Responder RCI product line is 120 Days after receipt of Order.  
Delivery for the APD 2000 product line is 90 Days after receipt of Order.  
Delivery for the IlluminIR product line is 60 to 90 Days after receipt of Order.  
Delivery for the HazMatID product line is 60 to 90 Days after receipt of Order.  
Delivery for the GasID product line is 60 to 90 Days after receipt of Order.  
Delivery for the ChemID product line is 60 to 90 Days after receipt of Order.  
Delivery for all other Products and Accessories is 45 Days after receipt of Order, unless indicated otherwise.

Full payment is due within 30 days of product invoice date.

To place your order and expedite shipment, please fax your Purchase Order request with all associated terms and conditions, along with a tax exemption certificate if applicable, to Fax #(203) 207-9780, Attention: Order Administration. All Purchase Orders must show Smiths Detection, 21 Commerce Drive, Danbury, CT. 06810 as the vendor name and address. Please reference our quotation number on your purchase order and on any correspondence regarding the quotation. Include a copy of this quotation with your Purchase Order.

Prices, warranty, installation and services on the items quoted herein are available only in the United States, and may not be otherwise assigned.

Buyer shall pay any applicable federal, state and local taxes in addition to the price stated on this quotation unless buyer submits a signed exemption certificate or direct pay permit. Your purchase order should indicate the sales tax status of your order.

Buyer shall not export or re-export technical data or products supplied by Smiths Detection in violation of applicable export regulations. Buyer who exports from the U.S. products purchased hereunder assumes all responsibility for obtaining any required export authorization and payment of applicable fees.

1. DEFINITIONS: "Smiths" shall mean Smiths Detection, Inc.

"Customer" shall mean the person(s) or company that purchases Goods/Equipment from Smiths pursuant to this Order.

"Operator" shall mean the Operator of the Goods/Equipment.

"Order" shall mean the agreement between Smiths and the Customer (individually "Party" and collectively "the Parties") for the sale and purchase of the Goods/Equipment, including the Terms and Conditions of Sale herein and any contemporaneous writing, signed by both Parties, and firmly attached hereto.

"Goods/Equipment" means all components, spare parts, goods, equipment or materials of any kind, which are supplied by Smiths under this Order.

2. OFFER AND GOVERNING PROVISIONS: Each Quotation and Order Acknowledgement issued by Smiths is an offer by Smiths to sell the goods and/or services described in it in accordance with these Terms and Conditions of Sale, is not an acceptance of any offer made by the Customer, and is expressly conditioned upon the Customer's assent to these Terms and Conditions of Sale. Smith objects to any additional or different terms contained in any purchase order or other communication previously or hereafter provided by Customer to Smiths. No such additional or different terms or conditions will be of force or effect. The terms of the Order will be the entire agreement between Customer and Smiths on the subject of the transaction that it describes; and there are no conditions to that agreement that are not part of the Order.

3. PURCHASE PRICE: Prices cited herein are based on current costs and are subject to reasonable adjustment on or after the date of acceptance of any purchase order to meet a rise or fall in such costs, as computed on the date of delivery.

4. PAYMENT: (A) Payment in full of the purchase price shall be made in United States currency within 30 days of the date of invoice. Remit to: PO Box 410, Pine Brook, NJ 07058

(B) Payment as stipulated herein is of the essence for the Order. When any sum owed by Customer to Smiths under this Order is overdue, Smiths may, without notice to Customer, either:

(i) cease the supply of further Goods/Equipment under this Order without liability for any loss (including loss of profit or other financial or economic loss) to Customer until such sum, together with such interest as may be due thereon, is paid; or

(ii) terminate the Order and any other agreements between Smiths and Customer, whether or not any sums are due for payment by Customer thereunder, without liability on the part of Smiths. Customer shall pay Smiths immediately all sums due and outstanding under all such agreements with respect to Goods/Equipment, services, components, parts, and other materials supplied or ordered in partial execution of the agreements, together with all overhead and other costs incurred by Smiths as a result of such

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QUOTATION NO.: OWAE5A1000C7

PAGE NO.: Page 4 of 7

TERMS: Net 30

VALID UNTIL: 4/27/2013

NJ State Contract: 74019

T-0106

**Quotation for:**

Jersey City Fire Dept.  
465 Marin Boulevard  
Jersey City, NJ 07305

Attn: Capt. Dennis Whelan  
Marine Division Coordinator

Delivery Terms: F.O.B. Origin

Federal ID#: 22-355-2823

**Item Qty Part No. Description**

termination.

(C) No defect in the Order Goods/Equipment shall operate to interfere with the terms of payment. If payment is not made as provided above, Customer shall thereby be deemed to have waived the warranties (merchantability, fitness or otherwise, whether express or implied) provided in Section 8 hereunder. Smiths may demand different terms of payment from those specified on the face of this Order, whenever it reasonably appears that Customer's financial condition requires such changes, and may demand assurance of the Customer's ability to pay whenever it reasonably appears that such ability is in doubt. Such demand shall be in writing and Smiths may, upon making such demand, stop production and/or suspend shipments hereunder.

(D) If Customer is in default of any payment obligation, Smiths is, without reminder and prejudice to any other rights, entitled to charge interest at a rate of 1.5 times the legal interest for any outstanding sum, beginning with any due date of payment.

5. RETURN OF GOODS: There will be a 20% restocking fee, in addition to any shipping costs incurred and our technician's expense, if applicable, for all returned items.

6. LIENS AND TITLE: (A) Customer hereby grants to Smiths a security interest in any property owned by the Customer (including Customer's beneficial rights to property leased by Customer) in the possession of Smiths or any of Smiths' affiliates, at any time, to secure all amounts owed by Customer to Smiths under this Order.

(B) In the case of repairs or overhauls performed pursuant to this Order, Customer agrees to grant Smiths a perfected security interest in all Goods/Equipment retained in possession of Smiths upon which any repair or overhaul services have been performed by Smiths. Customer further acknowledges and agrees that, in addition to the security interest and lien expressly granted by Customer to Smiths, Smiths shall have a lien on the Goods/Equipment retained in possession of Smiths to the extent otherwise provided by law. Customer acknowledges that the lien (whether granted by Customer or through the operation of law) for repairs or overhaul shall be for the full value of such work, and shall be superior to any lien or interest in favor of Customer, its parents, affiliates, or subsidiaries, or any other person who has knowledge of this Order. To the extent that Smiths maintains possession of Goods/Equipment under repair, Customer agrees that Smiths is a secured creditor of Customer and has all the rights of a secured creditor.

(C) With respect to Goods/Equipment sold pursuant to this Order, Customer agrees and acknowledges that Smiths shall retain a security interest in such Goods/Equipment, unless and until all payment for Goods/Equipment has been made and all other covenants and agreements of this Order have been performed in full. Accordingly, Customer agrees that it will not suffer or permit any lien or encumbrance to be established that effects the title to the Goods/Equipment sold by Smiths pursuant hereto until Smiths has been paid in full. Customer agrees that, in the event of Customer's insolvency, or in the event that any petition is filed by or against Customer under Chapter 7 or Chapter 11 of the Bankruptcy Code, Smiths may, at its discretion, recover all Goods/Equipment sold pursuant to this Order and/or seek damages or costs under applicable laws.

7. DELIVERY: (A) Unless otherwise agreed to in writing, Smiths shall deliver the Order Goods/Equipment FOB destination; freight prepaid by Smiths and added to invoice, GSA freight paid by Smiths, to the place of shipment named herein within a reasonable time after receipt by Smiths of Customer's written acceptance. Typically, our customer will be contacted 24 hours prior to delivery. Typically transit time will be 7-10 business days from date of pickup from the Smiths Detection Inc. warehouse. Deliveries will be made during normal business hours Monday through Friday. One attempt to deliver will be made. Should delivery need to be rescheduled, any additional costs incurred for redelivery and/or storage fees, will be charged to the customer. Smiths shall use reasonable efforts to make timely delivery but shall be excused from any delays arising out of causes beyond its reasonable control. Any specific delivery dates that may be stated are approximate. Smiths shall, under no circumstances, be liable for damages, incidental or consequential (hereinafter contemplated as including, but not limited to, damages for lost profits, lost sales and injury to person or property), for delays, or failure to give notice of delay, whether or not caused by or resulting from Smiths' negligence. Customer agrees not to make such claim on Smiths.

(B) If proper tender of the Goods/Equipment is made and completion of delivery is prevented through no fault of Smiths, Smiths may specify a reasonable alternative place of delivery. Customer agrees that all costs of storage and transport incurred following an initial attempt at delivery are hereby allocated to and imposed upon Customer, and shall be added by Smiths to the sale price. Delivery may at any time be withheld by Smiths pending payment of any sum due from the Customer to Smiths under this Order or any other agreement. Smiths will return Goods/Equipment via the incoming method unless an alternative method has been indicated on the purchase order or a change authorized by the Customer representative. Please note that the above delivery statement does not apply for deliveries made outside the 48 contiguous States. See quotation for delivery terms and conditions.

8. DELIVERY REQUIREMENTS: The client is responsible for assuring access points for delivery of equipment when necessary and is required. In an effort to assure a successful delivery, we kindly ask that our clients take the time to fill out the "Delivery Requirements" form.

9. DELIVERY INSPECTION REPORT: In an effort to help protect both Smiths Detection Inc. and our clients, we ask that before signing for receipt of your equipment, you take a few minutes to conduct a thorough evaluation of the exterior of the system and complete the "Delivery Inspection Report" provided by the contracted trucking company.

10. STORAGE FEES: A storage fee will be applied monthly up to the maximum allowed by law on all repaired and overhauled units if delivery is not taken within five (5) days of notification.

11. WARRANTIES: See the attached "Warranty", which is incorporated herein by reference.

12. TRADEMARKS/COPYRIGHTS: Smiths makes no warranty that the Order Goods/Equipment are free from, and shall not be liable to Customer for, infringement of the intellectual rights (including patents, trademarks and copyrights) of others, and Customer agrees to assume all risks associated therewith. Customer agrees to hold Smiths harmless against any claim for infringement arising out of compliance with Customer's drawings, specifications, requirements or instructions.

13. LIMITATIONS OF LIABILITY AND INDEMNITY: (A) Customer and Operator understand that the Goods/Equipment are designed to be used as tools by personnel trained in attempting to detect the possession and/or transportation of threatening materials. The level of success of such detection attempts is dependent on numerous factors, including but not limited to, the sophistication of efforts to conceal such materials, the size, type and quantity of the conditions. Accordingly, Smiths makes no guaranty or warranty as to the results that will be achieved through the use of the Goods/Equipment, and it is agreed that the sole responsibility for such results shall be borne by Customer.

Accordingly, Smiths makes no guaranty or warranty as to the results that will be achieved through the use of the Goods/Equipment; and it is agreed that the sole responsibility for such results shall be borne by Customer.

(B) AS PROVIDED IN THE WARRANTY INCORPORATED HEREIN PURSUANT TO SECTION 11 ABOVE, SMITHS' LIABILITY FOR BREACH OF WARRANTY SHALL BE LIMITED TO THE REMEDIES THEREIN PROVIDED. WITH RESPECT TO OTHER BREACHES OF CONTRACT, SMITHS SHALL HAVE NO LIABILITY

IN EXCESS OF THE AMOUNT OF THIS ORDER. IN NO EVENT SHALL SMITHS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL,

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QUOTATION NO.: OWAB5A1000C7

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TERMS: Net 30

VALID UNTIL: 4/27/2013

NJ State Contract: 74019

T-0106

**Quotation for:**

Jersey City Fire Dept.  
465 Marin Boulevard  
Jersey City, NJ 07305

Attn: Capt. Dennis Whelan  
Marine Division Coordinator

Delivery Terms: F.O.B. Origin

Federal ID#: 22-355-2823

**Item Qty Part No. Description**

EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM COST OF SUBSTITUTE PROCUREMENT, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF REVENUES, LOSS OF BUSINESS, OR FAILURE OR DELAY IN PERFORMANCE, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT OR ON ANY STRICT LIABILITY THEORY, EVEN IF SMITHS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NOR SHALL SMITHS BE RESPONSIBLE FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY.

(C) To the fullest extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless Smiths and its affiliates and their respective officers, partners, directors, employees, agents, successors, and assigns ("Smiths Parties") from and against any and all losses, claims, damages, liabilities, expenses (including, without limitation, fees and disbursements of legal counsel and expenses of litigation) or other obligations (collectively "Losses") and threatened Losses to the extent they arise from or in connection with the purchase and operation of the Goods/Equipment by Customer or Owner, including but not limited to any of the following: (i) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor or other person, and the damage, loss, or destruction of any real or tangible personal property; (ii) any action taken by or on behalf of Customer in the performance of this Order that causes Smiths to be obligated to indemnify, defend, and/or hold harmless any third party; (iii) any claim, demand, charge, action, cause of action, or other proceeding resulting from an act or omission of Customer, its employees, agents, or subcontractors acting in its or their capacity as an employer or potential employer with respect to the claimant; and (iv) any claim by Customer or Operator, whether based on warranty or other contract breach, negligence or other tort or on any strict liability theory, for matters disclaimed in subsection (B) above. Customer shall fully indemnify and completely hold harmless the Smiths Parties as provided above, whether or not negligence or other fault of any of the Smiths Parties contributed to, or is claimed or alleged to have contributed to, the claim, action, damage, loss, cost, liability or expense. The only instance in which Customer shall not fully indemnify and completely hold harmless the Smiths Parties as set forth above is where the claim is based solely upon the alleged fault of Smiths and Smith's fault is adjudicated to be the sole cause of all of the Losses.

(D) Smiths shall not be liable for failure to deliver, for delay in delivery, or for any losses or damage to Customer, or to the Goods/Equipment occasioned by delays, in the performance of Smiths obligations, due to: (i) any cause beyond Smiths reasonable control or the control of Smiths suppliers or subcontractors; (ii) an act of God, act or omission of Customer, act of civil or military authority, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation; or (iii) any other commercial impracticability.

(E) The conditions to performance specifically stated in this provision and elsewhere in this Order shall be the only conditions precedent or subsequent to an absolute duty of performance on the part of Customer and Smiths. Any official action or legal proceeding by Customer in connection with this Order, other than provided for elsewhere in this Order, must be commenced within one (1) year from delivery. A. In no event of breach or repudiation of this Order by Smiths shall Smiths be liable for indirect, special, third party, incidental, or consequential damages, including without limitation lost profits, data, or goodwill, and Customer hereby agrees not to make any such claim on Smiths. Customer agrees to defend, indemnify and hold harmless Smiths from and against any claim, loss, liability, expense or damage (including items or legal fees) incurred by Smiths with respect to any of Customer's export or re-export activities contrary to Section 19 Export & Import Controls.

14. TAXES: Sales and use taxes, payable by Customer, which are presently or may hereafter be imposed by any taxing authority, are not included in the sales price. Any direct or excise tax or import or customs excision payable by Smiths, which may hereafter be imposed by any taxing authority, wherever located, upon the manufacture, sale or delivery of products covered by this order, or any increase in rate of any such tax or import or customs excision now in force, shall be added to the sales price. If such charge is not collected at the time of payment or sale price, Customer will hold Smiths harmless.

15. CHANGES AND TERMINATION: (A) Smiths shall have the right, in its sole discretion, to terminate this Order if Customer: (i) is unable to pay its debts generally as and when they become due; (ii) is the subject of a legal process declaring it insolvent; (iii) ceases or threatens to cease carrying on its business; or (iv) commits a substantial breach of this Order which is incapable of remedy.

(B) Customer may make a written request for amendment, modification, or termination. If a request for amendment or modification is accepted by Smiths, and any changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order shall be modified in writing accordingly. Whenever the cost of property made obsolete as a result of the change is included in the price adjustment, Customer shall have the right to prescribe the manner of disposition of such property. If request for termination is accepted by Smiths, equitable provision shall be made to Smiths for a recoupment of all costs incurred under the Order and for reasonable profit based on time and costs expended. The Order shall continue in effect until such time as payment is received. A written request as specified herein shall give Smiths adequate reason to demand written assurance of Customer's ability and intent to carry out the Order.

16. MERGER AND SEVERABILITY: This Order contains the total agreement of the Parties, and all agreements entered into prior to or contemporaneously with the execution of this agreement are excluded whether oral or in writing, except that a contemporaneous writing, signed by both Parties, and firmly attached to this tender, shall be considered part hereof. If any provision of this Order shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not effect the remaining provisions of this Order, all of which shall remain in full force and effect.

17. DISPUTE RESOLUTION, GOVERNING LAW, AND FORUM: (A) This Order shall be governed by, and construed in accordance with, the laws of the State of [jurisdiction], without the application of conflict of laws principles. THIS ORDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Notwithstanding the foregoing, the federal laws of the United States of America shall be the governing laws, to the extent appropriate, with respect to issues involving patent, copyright, or trademark.

(B) In the event a dispute arises under or relates to this Order, the Parties shall diligently attempt to resolve the dispute within thirty (30) days from the date either Party gives written notice to the other of its intent to invoke this provision, during which period neither Party may commence legal action to assert its rights against the other. In the event the Parties do not resolve the dispute within the thirty (30) day period referenced above, either Party may institute legal action to pursue any right or remedy it may have against the other Party. Any legal action or proceeding with respect to this Order shall be brought and maintained in the courts of the State of [jurisdiction] or of the United States of America for the District of [jurisdiction]. By execution of this Order, Customer hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. No action in law or equity arising out of this Order may be brought by Customer more than two years after the cause of action has first arisen.

(C) Customer further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding if such process shall be in writing

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QUOTATION NO.: OWAE5A1000C7

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TERMS: Net 30

VALID UNTIL: 4/27/2013

NJ State Contract: 74019

T-0106

**Quotation for:**

Jersey City Fire Dept.  
465 Marin Boulevard  
Jersey City, NJ 07305

Attn: Capt. Dennis Whelan  
Marine Division Coordinator

Delivery Terms: F.O.B. Origin

Federal ID#: 22-355-2823

**Item Qty Part No. Description**

and either shall be delivered in person or sent by registered or certified mail (return receipt requested), postage pre-paid, and addressed to Customer at the address of Customer for notices under this Order. Nothing herein shall affect the right of Smiths to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Customer in any other jurisdiction.

(D) Smiths shall have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing this Order.

(E) The rights and obligations herein shall survive completion of the final payment under this Order.

18. **CONFIDENTIALITY:** The Parties agree that, in the course of performance of this Order, it may be necessary and desirable for them to exchange confidential information. For example, all updates, repairs, replacements, fixes, modifications, and other changes to the Goods/Equipment shall be considered Smiths' proprietary information. To accomplish this confidentiality, the Parties agree as follows: any Party disclosing confidential information to the other Party shall identify such information as confidential when disclosing it. The receiving Party shall not disclose confidential information of the disclosing Party to any person outside its employ, except when authorized by the disclosing Party. Any Party receiving confidential information under this Article shall maintain such information in confidence in the same manner it protects its own confidential information and shall use it only for the performance of this Order, and for no other purpose.

19. **EXPORT AND IMPORT CONTROLS:** Customer acknowledges and agrees that the Ultimate Destination of the Order Goods/Equipment is in the United States, unless otherwise agreed to in writing. Customer shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the Order Goods/Equipment to any foreign person without complying with applicable import and export laws and regulations of Customer's country and of the United States, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Customer agrees to obtain and properly utilize U.S. Government export authorization prior to exporting or re-exporting the Order Goods/Equipment, either in their original form or after being incorporated into other end-items.

20. **NOTIFICATION:** Customer agrees to notify Smiths immediately if Customer is listed in any Denied Persons List, Entity List, or Specially Designated Nationals List, or if Customer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

21. **LICENSE AND OWNERSHIP:** To the extent that the Order Goods/Equipment contain or are software, Smiths hereby grants to Customer a non-exclusive, non-transferable, personal license to use the software and related documentation. Customer's use of the Order Goods/Equipment conclusively evidences its acceptance of this license and this Order, including this Section 20. Title to the software shall at all times remain with Smiths. Customer agrees that the software, all enhancements, related documentation, and derivative works are, and will remain, the sole property of Smiths and includes valuable trade secrets. Customer agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Customer agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation.

22. **ASSIGNMENT:** Neither Party shall assign this Order without the prior written consent of the other Party, except that Smiths may assign it to any of its parent, sister, or affiliate companies.

23. **RELATIONSHIP:** Nothing in this Order shall be construed to place the Parties in the relationship of partners or joint ventures, and the Parties shall have no power to obligate or bind the other in any manner whatsoever.

24. **HEADINGS:** Any headings or paragraph titles are for the convenience of reference only and shall not define, limit, or extend the scope or intent of this Order or any provision thereof.

25. **PROPRIETARY INFORMATION STATEMENT:** This quotation contains information proprietary to Smiths Detection, Inc. No part of this information may be reproduced or transmitted in any form without the prior written permission of Smiths Detection Inc. This quotation supersedes all previous quotations and is valid for 90 days from date of issue, unless otherwise stated.

26. **INSTALLATION & TRAINING:** This Installation and Training provision only applies to X-Ray equipment. Installation is not included for TRACE products unless otherwise denoted on quotation.

The cost of installation and training, for the X-ray equipment (160 Kv or lower) purchased, is included within Smiths Detection Inc.'s proposal, provided the installation is scheduled within 90 days from the date the unit shipped. This includes one visit to the client's facility where the installation and training will be conducted during normal business hours Monday through Friday. Please note that installation and training is only included for equipment delivered and installed within the 48 contiguous States. Once the client receives the equipment, they must contact the Smiths Detection Inc. Service Department at 800-297-0955 to confirm receipt and a visit will be scheduled for a mutually agreed upon date.

During this visit, the technician will install the X-ray unit (160 Kv or lower), which includes a Radiation Survey and calibration of the equipment as well as train the client's personnel on the start-up and fail-safe features, basic usage and software features of the equipment purchased.

**Warranty Statement:**

(A) Smiths warrants that the Goods/Equipment sold by Smiths, and that is manufactured by Smiths, (a) conforms to Smiths specifications, and (b) is free from defects in materials and workmanship (under normal usage and provided that Smiths' operation and maintenance instructions are followed by competent personnel) appearing within the applicable warranty period set forth in Appendix A. Normal wear and tear shall not be considered a defect.

(B) For equipment that is not manufactured by Smiths, Smiths' only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment.

(C) Equipment and parts that are consumed in normal operation are not covered by this warranty.

(D) If the Customer or Operator, as the case may be, discovers a defect within the applicable warranty period, it must be reported to Smiths service department at 1-800-297-0955 immediately upon discovery.

(E) Within a reasonable time after proper notification, Smiths shall, during its normal business hours, Monday through Friday, correct any defect covered by this warranty with either new or used replacement parts, without charge, subject to the further applicable terms and conditions set forth in Appendix A. The original duration of this Warranty shall remain applicable to those parts not repaired or replaced. Any part repaired or replaced is warranted to conform to Smiths' specifications and to be free from

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NJ State Contract: 74019  
T-0106  
Delivery Terms: F.O.B. Origin  
Federal ID#: 22-355-2823

**Quotation for:**

Jersey City Fire Dept.  
465 Marin Boulevard  
Jersey City, NJ 07305

Attn: Capt. Dennis Whelan  
Marine Division Coordinator

**Item Qty Part No. Description**

defects in materials or workmanship appearing within a period after repair or replacement equivalent to the warranty period originally applicable to the Goods/Equipment of which it is a part, subject to the other terms of this Warranty. The above remedies are the exclusive remedies of Customer and Operator, and the sole responsibility of Smiths, for breach of this Warranty.

(F) Smiths' warranty ceases to be effective if Purchaser fails to operate and use the equipment sold hereunder in a safe and reasonable manner in accordance with Smiths' written instructions.

(G) Neither Customer nor Operator shall be entitled to any remedy under this Warranty with respect to

(i) Goods/Equipment that has been subjected to any alteration, disassembly, tampering, modification, or repair without prior authorization by Smiths;

(ii) Goods/Equipment subjected to experimental running or any type of operation or use other than that for which the Goods/Equipment is designed;

(iii) Goods/Equipment from which Smiths' and/or vendor's trademark or serial number has been altered, removed, or obliterated without Smiths' written permission, excluding any alteration, removal, or obliteration directly caused by accident or mishap;

(iv) Goods/Equipment that has been in storage or immobilized for one year or more after delivery.

(H) SMITHS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS

FOR A PARTICULAR PURPOSE; AND THE EXPRESS WARRANTY SET IN THIS ARTICLE IS IN LIEU OF ANY SUCH WARRANTY AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF SMITHS.

(I) For purposes of the exclusive remedies set forth in this Warranty, and the limitations of liability set forth in Section 13 of the Terms and Conditions of Sale into which it is incorporated, "Smiths" shall be deemed to include Smiths, its subsidiaries, and their affiliates, directors, officers, employees, agents, representatives, subcontractors, and suppliers of all of them.

(J) This Warranty is non-transferable and is applicable only to the original Customer or Operator.

(K) This Warranty shall not be extended, altered or varied except by written instrument executed by Smiths.

(L) Any official action or legal proceeding for breach of this Warranty must be commenced within thirty (30) months after acceptance of the Goods/Equipment.



Required Pursuant To N.J.S.A. 19:44A-20.26

## Part I - Vendor Information

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

General Counsel, Americas  
Title

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

[illegible]☐ Check here if the information is continued on subsequent page(s)

Required Pursuant To N.J.S.A. 19:44A-20.26

**Vendor Name:**

☐ Check here if the information is continued on subsequent page(s)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidates committees, joint candidates committees, or political party committees representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(e), (g) and (h).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gafewald
Team Fulop	Councilperson Khemraj "Chico" Ramchar
Team Fulop Runoff	Councilperson Richard Boggiano
Lavaro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership    ☒ Corporation    ☐ Sole Proprietorship    ☐ Subchapter S Corporation  
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Smiths Detection Group Limited	459 Park Avenue, Bushey, Watford, UK WD 23 2BW

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Smiths Detection Inc.

Signed: [Signature] Title: General Counsel, Americas  
 Print Name: Michael J. Mendelson Date: Sept. 9, 2013

Subscribed and sworn before me this 9<sup>th</sup> day of Sept, 2013

[Signature]  
(Affiant)

My Commission expires: CARMEN PICART KRITCHON  
 NOTARY PUBLIC-STATE OF MD  
 MY COMMISSION EXPIRES 8/3/2016 (Print name & title of Affiant) (Corporate Seal)

**Notice of Award  
Term Contract(s)**

**T-0106  
POLICE AND HOMELAND SECURITY EQUIPMENT  
& SUPPLIES (SUPPLEMENTAL PROPOSAL)**

Vendor Information
By Vendor
RFP Documents
Email to CAROLYN WILSON

**Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if necessary to  
view all documents)**

[Download All Documents](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number****NOAs By Title****Search NOAs**

<b>Index #:</b>	T-0106
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 08/01/12 TO: 04/30/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22630
<b>Bid Open Date:</b>	06/13/12
<b>CID #:</b>	1040452
<b>Commodity Code:</b>	680-52
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

**Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING  
PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order Issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
PO Box 230  
Trenton, NJ 08625  
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

CAROLYN WILSON	PROCUREMENT SPECIALIST	609-292-9676
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	PUB DATE:	05/29/13

<b>Vendor Name &amp; Address:</b>	SMITHS DETECTION INC 2202 LAKESIDE BLVD EDGEWOOD, MD 21040
<b>Contact Person:</b>	JILL M MCCLUNE
<b>Contact Phone:</b>	410-612-2548
<b>Order Fax:</b>	410-510-9491
<b>Contract#:</b>	82106
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	120 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

Vendor: SMITHS DETECTION INC		Contract Number: 82106			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 257-31-082732 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: CBRNE DETECTION BRAND: SMITH DETECTION  P/L DATED: 1/1/12	1.000	EACH	NET	N/A



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Page 1 of 2

PURCHASE ORDER NUMBER  
**111482**

## PURCHASE ORDER & VOUCHER

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

REQUISITION # **0163567**  
BUYER **STATECONT**

DATE **10/10/2013** VENDOR NO. **SM515189**

### VENDOR INFORMATION

**SMITHS DETECTION INC.**  
**21 COMMERCER DRIVE**

**DANBURY CT 06810**



**DELIVER TO**  
**FIRE HEADQUARTERS**  
**465 MARIN BLVD.**

**JERSEY CITY NJ 07302**

**BILL TO**  
**FIRE HEADQUARTERS**  
**465 MARIN BLVD.**  
**JERSEY CITY NJ 07302**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
2.00	EA	1 YR PARTNER 1.2	02-213-40-307-314	4,512.5000	9,025.00
2.00	EA	1 YR PARTNER 1.3	02-213-40-307-314	4,512.5000	9,025.00
2.00	EA	ON-SITE TRAINING	02-213-40-307-314	.0000	.00
2.00	EA	DEMO KIT	02-213-40-307-314	200.0000	400.00
2.00	EA	029-4112 HAZMAT ID	02-213-40-307-314	.0000	.00
1.00	EA	HAZMAT ELITE LOYALTY	02-213-40-307-314	.0000	.00
QUOTE: OWAE5A1000ET					
T-0106: POLICE & HOMELAND SECURITY EQUIPMENT & SUPPLIES					
LINE: 00014, COMM CODE: 257-31-082732					
SC A82106					
RESO _____, APPROVED _____					
2.00	EA	HAZMAT ID ELITE DUAL	02-213-40-307-314	61,815.0000	123,630.00

TAX EXEMPTION NO. **22-6002013**

PO Total Continued >>>

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS



**CITY OF JERSEY CITY**1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Page 2 of 2

PURCHASE ORDER NUMBER  
**111482****PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_

CHECK DATE \_\_\_\_\_

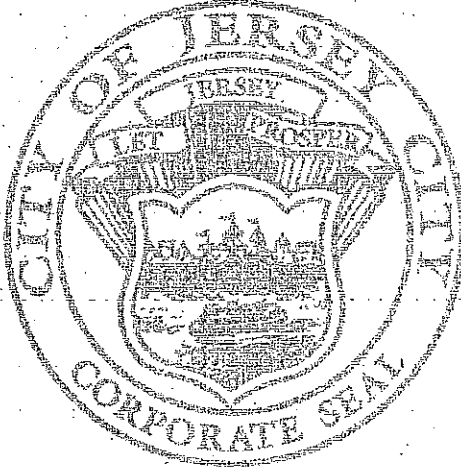
VOUCHER NO. \_\_\_\_\_

VENDOR INV.# \_\_\_\_\_

REQUISITION # **0163567**BUYER **STATECONT**

DATE	VENDOR NO
10/10/2013	SM515189

**VENDOR INFORMATION****SMITHS DETECTION INC.**  
**21 COMMERCER DRIVE****DANBURY CT 06810****DELIVER TO**  
**FIRE HEADQUARTERS**  
**465 MARIN BLVD.****JERSEY CITY NJ 07302****BILL TO**  
**FIRE HEADQUARTERS**  
**465 MARIN BLVD.**  
**JERSEY CITY NJ 07302**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
		<b>HAZMAT ID ELITE DUAL DIAMOND ATR CONFIGURATION</b>  <b>CONTACT: CAPT. DENNIS WHELAN</b> <b>DWHELAN@NJJCPS.ORG</b> <b>CELL: 732-546-8255</b>			
					

TAX EXEMPTION NO. **22-6002013****PO Total** **142,080.00****CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy****OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS &amp; CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

Requisition #

0163567

## CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Assigned PO #

## Requisition

Vendor  
SMITHS DETECTION INC.  
21 COMMERCER DRIVE  
DANBURY CT 06810Dept. Bill To  
FIRE HEADQUARTERS  
465 MARIN BLVD.

JERSEY CITY

Dept. Ship To  
FIRE HEADQUARTERS  
465 MARIN BLVD.  
JERSEY CITY NJ 07302

SM515189

Contact Info  
Janis  
000004898.

Quantity	UOM	Description	Account	Unit Price	Total
2.00	EA	HAZMAT ID ELITE DUAL	0221340307314060	61,815.00	123,630.00
		HAZMAT ID ELITE DUAL DIAMOND ATR CONFIGURATION			
		CONTACT: CAPT. DENNIS WHELAN DWHELAN@NJJCPS.ORG CELL: 732-546-8255			
2.00	EA	1 YR PARTNER 1.2	0221340307314060	4,512.50	9,025.00
2.00	EA	1 YR PARTNER 1.3	0221340307314060	4,512.50	9,025.00
2.00	EA	ON-SITE TRAINING	0221340307314060	.00	.00
2.00	EA	DEMO KIT	0221340307314060	200.00	400.00
2.00	EA	029-4112 HAZMAT ID	0221340307314060	.00	.00
1.00	EA	HAZMAT ELITE LOYALTY	0221340307314060	.00	.00

QUOTE: OWAE5A1000ET

T-0106: POLICE & HOMELAND SECURITY EQUIPMENT  
& SUPPLIES

LINE: 00014, COMM CODE: 257-31-082732

RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

Requisition Total 142,080.00

Req. Date: 09/25/2013

Requested By: JANIS

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SMITHS DETECTION INC.

**Trade Name:**

**Address:** 2202 LAKESIDE BLVD.  
EDGEWOOD, MD 21040

**Certificate Number:** 0059376

**Effective Date:** December 13, 2004

**Date of Issuance:** October 10, 2013

**For Office Use Only:**

20131010142554149

**\*\* Budget Account \*\***

Budget Amount	00.
Revised Budget	466,667.00
Beginning Balance	466,667.00
Prior YTD Expended	00.
Curr. YTD Expended	00.
Open Encumbered	00.
Ending Balance	466,667.00

[New Act](#) [Previous](#) [Next](#)

Chg. Year/Period  / 

**Double-Click On An Item Below To View All Details of Corresponding Transaction**

Cr	Dr	Date	P.O. #	Vendor Name	Invoice	Description	Debit Amount	Credit Amount
JE	9	8/20/2013				BUDGET MODIFIC	.00	466,667.00

## Panel Accounts

View Open Eng

View Log Line



## Smiths Detection

### Quotation for:

Jersey City Fire Dept.  
465 Marin Boulevard  
Jersey City, NJ 07305

Attn: Capt. Dennis Whelan  
Marine Division Coordinator

DATE: 8/20/2013  
QUOTATION NO.: OWAE5A1000ET  
PAGE NO.: Page 1 of 7  
TERMS: Net 30  
VALID UNTIL: 11/18/2013  
NJ State Contract: T-0106 82106

Delivery Terms: F.O.B. Origin  
Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	NJ Price	Net Price
1	2	HIDE-2-1 029-1001-Y	<b><u>HazMatID Elite Dual-Diamond ATR Configuration</u></b>  Handheld FTIR chemical identification system with spectral libraries containing explosives, chemical warfare agents, narcotics, TICs/TIMs, pesticides, common white powders, and many other chemical classes. The HazMatID Elite is MIL-STD-810G and IP-67 certified and withstands decontamination by immersion.  The dual-diamond configuration includes a horizontal ATR interface with integrated pressure device optimized for the analysis of solid materials and a built-in liquids well, plus a second touch-to-sample ATR interface designed for direct sampling of surface materials and robotics integration.  Includes:  <ol style="list-style-type: none"><li>1. Hardened transport case</li><li>2. Two rechargeable lithium ion batteries</li><li>3. External battery charger</li><li>4. Power supply</li><li>5. Cassette for disposable 123A batteries</li><li>6. Performance validation sample</li><li>7. Hazardous Materials Priority Alert Add-In</li><li>8. Laptop computer with USB RF modem</li><li>9. Single-license copy of HazMatID Elite Command Software</li><li>10. 1 year of HazMatID Elite Partnership Program coverage</li><li>11. One-day on-site training</li></ol> Notes: CONUS only	\$69,950.00	\$61,815.00	\$123,630.00
2	2	295914	<b><u>HazMatID Elite 1 Year Partnership Program 1.2</u></b>  1 year partnership program coverage for the second year of the system. Includes:  Free software updates All parts and labor to repair system in the event of a malfunction Free overnight loaner (CONUS only) if system malfunctions 24/7 ReachBack access to Ph.D. Chemists, Engineers, and Applications Scientists for spectral interpretation assistance and/or technical support.	\$5,000.00	\$4,512.50	\$9,025.00
3	2	295915	<b><u>HazMatID Elite 1 Year Partnership Program 1.3</u></b>  1 year partnership program coverage for the third year of the system. Includes:  Free software updates All parts and labor to repair system in the event of a malfunction Free overnight loaner (CONUS only) if system malfunctions 24/7 ReachBack access to Ph.D. Chemists, Engineers, and Applications Scientists for spectral interpretation assistance and/or technical support.	\$5,000.00	\$4,512.50	\$9,025.00



## Smiths Detection

### Quotation for:

Jersey City Fire Dept.  
465 Marin Boulevard  
Jersey City, NJ 07305

Attn: Capt. Dennis Whelan  
Marine Division Coordinator

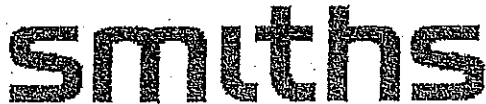
DATE: 8/20/2013  
QUOTATION NO.: OWAE5A1000ET  
PAGE NO.: Page 2 of 7  
TERMS: Net 30  
VALID UNTIL: 11/18/2013  
NJ State Contract: T-0106 82106

Delivery Terms: F.O.B. Origin  
Federal ID#: 22-355-2823

Item	Qty	Part No.	Description	Base Price	NJ Price	Net Price
4	2	295911	<u>HazMatID Elite 1 Day On-Site Training</u> 1 day on-site (CONUS only) training course for HazMatID Elite.	\$3,500.00	\$3,500.00	\$7,000.00
5	2	000-4040	<u>ClearSampler Demo Kit</u> The ClearSampler demo kit contains 2 ClearSampler handles and 18 sampling discs (3 packages of 6).	\$200.00	\$200.00	\$400.00
6	2	029-4112	<u>Hazardous Materials Priority Alert Add-In for HazMatID</u> Enables the HazMatID Elite to produce rapid alerts for hazardous materials in the priority search mode.	\$2,500.00	\$2,500.00	\$-
7	1	303522	<u>HazMatID Elite Loyalty Incentive Program</u>	-\$6,000.00	-\$7,000.00	\$(7,000.00)

The Maximum Discount can be any combination of a price discount, extended warranty, or add-on's, etc.

**TOTAL: \$ 142,080.00**



## Smiths Detection

### Quotation for:

Jersey City Fire Dept.  
465 Marin Boulevard  
Jersey City, NJ 07305

Attn: Capt. Dennis Whelan  
Marine Division Coordinator

DATE: 8/20/2013

QUOTATION NO.: OWAB5A1000ET

PAGE NO.: Page 3 of 7

TERMS: Net 30

VALID UNTIL: 11/18/2013

NJ State Contract: T-0106 82106

Delivery Terms: F.O.B. Origin

Federal ID#: 22-355-2823

Item Qty	Part No.	Description	Base Price	NJ Price	Net Price
----------	----------	-------------	------------	----------	-----------

Should you have any questions regarding this quotation, please contact **Kevin Good** at (908) 454-2919 or via email at [kevin.good@smithsdetection.com](mailto:kevin.good@smithsdetection.com).

### Terms and Conditions Summary

ALL Smiths Detection standard Terms & Conditions apply to ALL quotations unless specifically amended in said quotation. Smiths Detection's Terms & Conditions can be found in its entirety following this summary.

Items that appear on our GSA contract reflect the appropriate discounted price. Proof of GSA discount eligibility is required for all non Federal customers. To verify that a GSA discount has been applied, simply note that the Unit Price and Net Price differ by the appropriate discount level.

Delivery for the Responder RCI product line is 120 Days after receipt of Order.  
Delivery for the APD 2000 product line is 90 Days after receipt of Order.  
Delivery for the Illuminatr product line is 60 to 90 Days after receipt of Order.  
Delivery for the HazMatID product line is 60 to 90 Days after receipt of Order.  
Delivery for the GasID product line is 60 to 90 Days after receipt of Order.  
Delivery for the ChemID product line is 60 to 90 Days after receipt of Order.  
Delivery for all other Products and Accessories is 45 Days after receipt of Order, unless indicated otherwise.

Full payment is due within 30 days of product invoice date.

To place your order and expedite shipment, please fax your Purchase Order request with all associated terms and conditions, along with a tax exemption certificate if applicable, to Fax: (203) 207-9780, Attention: Order Administration. All Purchase Orders must show Smiths Detection, 21 Commerce Drive, Danbury, CT, 06810 as the vendor name and address. Please reference our quotation number on your purchase order and on any correspondence regarding the quotation. Include a copy of this quotation with your Purchase Order.

Prices, warranty, installation and services on the items quoted herein are available only in the United States, and may not be otherwise assigned.

Buyer shall pay any applicable federal, state and local taxes in addition to the price stated on this quotation unless buyer submits a signed exemption certificate or direct pay permit. Your purchase order should indicate the sales tax status of your order.

Buyer shall not export or re-export technical data or products supplied by Smiths Detection in violation of applicable export regulations. Buyer who exports from the U.S. products purchased hereunder assumes all responsibility for obtaining any required export authorization and payment of applicable fees.

1. DEFINITIONS: "Smiths" shall mean Smiths Detection, Inc.

"Customer" shall mean the person(s) or company that purchases Goods/Equipment from Smiths pursuant to this Order.

"Operator" shall mean the Operator of the Goods/Equipment.

"Order" shall mean the agreement between Smiths and the Customer (individually "Party" and collectively "the Parties") for the sale and purchase of the Goods/Equipment, including the Terms and Conditions of Sale herein and any contemporaneous writing, signed by both Parties, and firmly attached hereto.

"Goods/Equipment" means all components, spare parts, goods, equipment or materials of any kind, which are supplied by Smiths under this Order.

2. OFFER AND GOVERNING PROVISIONS: Each Quotation and Order Acknowledgment issued by Smiths is an offer by Smiths to sell the goods and/or services described in it in accordance with these Terms and Conditions of Sale, is not an acceptance of any offer made by the Customer, and is expressly conditioned upon the Customer's assent to these Terms and Conditions of Sale. Smiths objects to any additional or different terms contained in any purchase order or other communication previously or hereafter provided by Customer to Smiths. No such additional or different terms or conditions will be of force or effect. The terms of the Order will be the entire agreement between Customer and Smiths on the subject of the transaction that it describes; and there are no conditions to that agreement that are not part of the Order.

3. PURCHASE PRICE: Prices cited herein are based on current costs and are subject to reasonable adjustment on or after the date of acceptance of any purchase order to meet a rise or fall in such costs, as computed on the date of delivery.

4. PAYMENT: (A) Payment in full of the purchase price shall be made in United States currency within 30 days of the date of invoice. Remit to: PO Box 410, Pine Brook, NJ 07058

(B) Punctual payment as stipulated herein is of the essence for the Order. When any sum owed by Customer to Smiths under this Order is overdue, Smiths may, without notice to Customer, either:

(i) cease the supply of further Goods/Equipment under this Order without liability for any loss (including loss of profit or other financial or economic loss) to Customer until such sum, together with such interest as may be due thereon, is paid; or  
(ii) terminate the Order and any other agreements between Smiths and Customer, whether or not any sums are due for payment by Customer thereunder, without liability on the part of Smiths. Customer shall pay Smiths immediately all sums due and outstanding under all such agreements with respect to Goods/Equipment, services, components, parts, and other materials supplied or ordered in partial execution of the agreements, together with all overhead and other costs incurred by Smiths as a result of such

**Notice of Award  
Term Contract(s)****T-0106****POLICE AND HOMELAND SECURITY EQUIPMENT  
& SUPPLIES (SUPPLEMENTAL PROPOSAL)**

Vendor Information
By Vendor:
RFP Documents
Email to CAROLYN WILSON

**Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if  
necessary to view all documents)**[Download All Documents](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number****NOAs By Title****Search NOAs**

<b>Index #:</b>	T-0106
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 08/01/12 TO: 04/30/15
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*



<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22630
<b>Bid Open Date:</b>	06/13/12
<b>CID #:</b>	1040452
<b>Commodity Code:</b>	680-52
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

**Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
PO Box 230  
Trenton, NJ 08625  
(609) 984-7047

**In the event of an emergency, contact the following in the order listed:**

CAROLYN WILSON	PROCUREMENT SPECIALIST	609-292-9676
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	<b>PUB DATE:</b>	<b>05/29/13</b>

**VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	A W BENNETT ENTERPRISES INC DBA WESTERN SHELTER SYSTEMS PO BOX 2729 EUGENE, OR 97402-0275
<b>Contact Person:</b>	MICHAEL OTTAWAY
<b>Contact Phone:</b>	513-349-9802
<b>Order Fax:</b>	541-284-2820
<b>Contract#:</b>	82103
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	6 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	LAWMEN SUPPLY CO NJ INC 7115 AIRPORT HIGHWAY PENNSAUKEN, NJ 08109
<b>Contact Person:</b>	CHRIS FERRANI
<b>Contact Phone:</b>	856-488-4499
<b>Order Fax:</b>	856-488-4343
<b>Contract#:</b>	82100
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	4 WEEKS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	MPH INDUSTRIES INC 316 EAST NINTH STREET OWENSBORO, KY 42303
<b>Contact Person:</b>	JOHN BROXON
<b>Contact Phone:</b>	888-689-9222
<b>Order Fax:</b>	270-685-6288
<b>Contract#:</b>	82101
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	SMITHS DETECTION INC 2202 LAKESIDE BLVD EDGEWOOD, MD 21040
<b>Contact Person:</b>	JILL M MCCLUNE
<b>Contact Phone:</b>	410-612-2548
<b>Order Fax:</b>	410-510-9491
<b>Contract#:</b>	82106
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	120 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO

<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	SPA SIMRAD INC DBA SOUTHERN PRECISION ARMORY 3409 NW 9TH AVE #1104 FORT LAUDERDALE, FL 33309-5945
<b>Contact Person:</b>	BENNY J. NESBITT JR
<b>Contact Phone:</b>	954-568-7690
<b>Order Fax:</b>	954-630-4159
<b>Contract#:</b>	82109
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	TELEVERE SYSTEMS 1611 CENTER AVE JAMESVILLE, WI 53545
<b>Contact Person:</b>	ERIN FLAHERTY
<b>Contact Phone:</b>	410-212-4720
<b>Order Fax:</b>	408-762-2446
<b>Contract#:</b>	82108
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	3 WEEKS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	ZISTOS CORPORATION 1736 CHURCH ST HOLLBROOK, NY 11741
<b>Contact Person:</b>	ROBERT LEVINE
<b>Contact Phone:</b>	631-434-1370
<b>Order Fax:</b>	631-434-9104
<b>Contract#:</b>	82111
<b>Expiration Date:</b>	04/30/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	30 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

00011	COMM CODE: 257-31-082723 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: CBRNE DETECTION BRAND: IDAHO TECHNOLOGY  P/L DATED: 11/2010	1.000	EACH	5.00%	N/A
<b>Vendor: INTERSTATE ARMS CORP Contract Number: 82098</b>					
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00001	COMM CODE: 680-52-021267 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: SUBMACHINE GUNS BRAND: HECKLER & KOCH  P/L DATED: 5/16/11	1.000	EACH	13.50%	N/A
<b>Vendor: LAWMEN SUPPLY CO NJ INC Contract Number: 82100</b>					
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00002	COMM CODE: 680-92-082837 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: LESS LETHAL WEAPONS BRAND: KARBON ARMS	1.000	EACH	NET	N/A
<b>Vendor: MPH INDUSTRIES INC Contract Number: 82101</b>					
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00003	COMM CODE: 680-77-082662 [POLICE AND PRISON EQUIPMENT AND SUPPLIES]  ITEM DESCRIPTION: LASER GUNS/RADAR GUNS BRAND: MPH INDUSTRIES  P/L DATED: 6/1/12	1.000	EACH	15.00%	N/A
<b>Vendor: SMITHS DETECTION INC Contract Number: 82106</b>					
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00014	COMM CODE: 257-31-082732 [DEFENSE SYSTEM AND HOMELAND SECURITY...]  ITEM DESCRIPTION: CBRNE DETECTION BRAND: SMITH DETECTION  P/L DATED: 1/1/12	1.000	EACH	NET	N/A
<b>Vendor: SPA SIMRAD INC Contract Number: 82109</b>					
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00019		1.000	EACH	12.00%	N/A

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.751

Agenda No. 10.V

Approved: NOV 13 2013

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR TWO COMMUNICATION CONSOLES FOR THE EMERGENCY COMMUNICATIONS CENTER UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FY 2012 URBAN AREA SECURITY INITIATIVE (UASI) GRANT**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Department of Public Safety (Fire and Police) needs two (2) additional Communications Consoles to expand the communication capabilities; and

**WHEREAS**, N.J.S.A. 40A:11-12, of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Motorola, 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 is in possession of State Contract No. A83909, submitted a proposal for two (2) Communications Consoles for the Department of Public Safety (Fire and Police); and

**WHEREAS**, funds are available for this contract in the **FY-12 UASI Federal & State Grant Fund**;

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	111615	A83909	\$119,151.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Motorola, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR TWO COMMUNICATION CONSOLES FOR THE EMERGENCY COMMUNICATIONS CENTER UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FY 2012 URBAN AREA SECURITY INITIATIVE (UASI) GRANT**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-272-314.

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	111615	A83909	\$119,151.00

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
10/29/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

### LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **FULL TITLE OF RESOLUTION AGREEMENT:** RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR TWO COMMUNICATION CONSOLES FOR THE EMERGENCY COMMUNICATIONS CENTER UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FY 2012 URBAN AREA SECURITY INITIATIVE (UASI) GRANT
2. **NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING RESOLUTION:** W. Greg Kierce, Director of Office of Emergency Management & Homeland Security, 201-547-5681.
3. **DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:** Funding to provide two additional Communication Consoles for the Jersey City Emergency Communications center to expand communication capabilities for the Division of Fire, Jersey City Department of Public Safety.
4. **REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC.:** To enhance dispatch capabilities for the Fire Division, Jersey City Department of Public Safety.
5. **ANTICIPATED BENEFITS TO THE COMMUNITY:** Enhanced emergency communication capabilities for the Division of Fire, Department of Public Safety.
6. **COST OF PROPOSED PROGRAM, PROJECT, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):** The cost of this contract is One Hundred Nineteen Thousand One Hundred Fifty One Dollars (\$119,151.00) from FY-12 UASI Federal & State Grant Fund.
7. **DATE PROPOSED OR PROJECT WILL COMMENCE:** Upon adoption by The Jersey City Municipal Council.
8. **ANTICIPATED COMPLETION DATE:** ASAP
9. **PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:** W. Greg Kierce, Director of Office of Emergency Management & Homeland Security.
10. **ADDITIONAL COMMENTS:** Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security.

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DEPARTMENT DIRECTOR

10/30/12  
DATE

  
SIGNATURE OF PURCHASING DIRECTOR

10/30/12  
DATE



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

## PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER  
**111615**

REQUISITION # **0163846**  
BUYER **STATECONT**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE: **10/28/2013**  
VENDOR NO: **MO380300**

### VENDOR INFORMATION

**MOTOROLA**  
**5 PARAGON DRIVE, STE 200**  
**MONTVALE NJ 07645**

DELIVER TO  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**

**JERSEY CITY NJ 07307**

BILL TO  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
**JERSEY CITY NJ 07307**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
2.00	EA	CONSOLES FOR FD ADDED MCC7500 CONSOLES, APX CONSOLETTES MCD5000  T-0109: RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES  SC A83909  LINE 00015, COMM CODE: 725-78-081934 LINE 00003, COMM CODE: 726-88-085633 LINE 00008, COMM CODE: 726-16-085634 LINE 00027, COMM CODE: 925-36-085646 LINE 00028, COMM CODE: 920-46-085647  MOTOROLA TO PROVIDE ALL NECESSARY HARDWARE, EQUIPMENT & MANPOWER  TO BE INSTALLED AT PSCC FIRE DISPATCH  SC RESO _____, APPROVED _____	02-213-40-272-314	59,575.5000	119,151.00

TAX EXEMPTION NO. **22-6002013**

**PO Total** **119,151.00**

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**



# RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 6163846

PO # 111615

DEPT/DIV: OEM

SUBJ: Consoles

## GOODS & SERVICES NON BIDS

Amending  
Emergency  
EUS  
GSA  
Ordinance  
Pay to Play  
Prof Service  
State Contract  
Library  
Resolution

Quote/Proposal/Agreement								X		
<del>A</del> EEO/AA Compliance										
BRC/Validation								X		
Pay-to-Play, Political Contribution/B.E.D.								N/A		
<del>A</del> Legislative Fact Sheet/ Determination of Value										

## BIDS

Goods &  
Services  
Construction  
RFP's  
RFQ's  
Resolution

Proposal Page/Amounts					
EEO/AA Compliance					
BRC/Validation					
Certification Regarding Suspension/Debarment					
Legislative Fact Sheet/ Determination of Value					

Notes:

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Requisition #

0163846

## CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Assigned PO #

Requisition *SC Res 0*Vendor  
MOTOROLA  
5 PARAGON DRIVE, STE 200  
MONTVALE NJ 07645Dept. Bill To  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307Dept. Ship To  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

MO380300

Contact Info  
MVALENTI  
2015475684

Quantity	UOM	Description	Account	Unit Price	Total
2.00	EA	CONSOLES FOR FD ADDED MCC7500 CONSOLES, APX CONSOLETTES MCD5000 MOTOROLA TO PROVIDE ALL NECESSARY HARDWARE EQUIPMENT AND MANPOWER TO BE INSTALLED AT PSCC FIRE DISPATCH	02-213-40-272-314	59,575.50	119,151.00

Requisition Total 119,151.00

Req. Date: 10/17/2013

Requested By: MVALENTI

Buyer Id:

Approved By: \_\_\_\_\_

This Is Not A Purchase Order

JERSEY CITY FIRE DEPARTMENT  
73-86 BISHOP STREET  
JERSEY CITY, NEW JERSEY  
07304  
ATT: CHIEF DARREN RIVERS  
DAVE MC NEESE

October 17, 2013

APPROVED  


STATE	COMMODITY	LOCATION	QTY	MODEL	DESCRIPTION	LIST UNIT PRICE	EXTENDED UNIT PRICE	DISCOUNT NT	DISCOUNT UNIT PRICE	DISCOUNT EXTENDED PRICE
NJ										

JERSEY CITY 2 ADDED MCC7500 CONSOLES, APX7500 CONSOLETES, AND MCD5000 DESKSETS

					TWO MCC7500 CONSOLES FOR FIRE DEPARTMENT DISPATCH					
00015	725-78-081934	Bishop St.	2	TT2567	Z400 MID TIER WORKSTATION VISTA	\$ 3,000.00	\$ 6,000.00	20%	\$ 2,400.00	\$ 4,800.00
00015	725-78-081934	Bishop St.	2	DDN1507	SYMANTEC EXP ENDPONT PROTECT 12.1 CORP ED LIC & MEDIA	\$ 75.00	\$ 150.00	20%	\$ 60.00	\$ 120.00
00015	725-78-081934	Bishop St.	2	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$ 50.00	\$ 100.00	20%	\$ 40.00	\$ 80.00
00015	725-78-081934	Bishop St.	2	B1933	MOTOROLA VOICE PROCESSOR MODULE	\$ 11,920.00	\$ 23,840.00	20%	\$ 9,536.00	\$ 19,072.00
00015	725-78-081934	Bishop St.	2	CA01842AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE	\$ 12,000.00	\$ 24,000.00	20%	\$ 9,600.00	\$ 19,200.00
00015	725-78-081934	Bishop St.	2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN	\$ -	\$ -	20%	\$ -	\$ -
00015	725-78-081934	Bishop St.	2	CA00147AF	ADD: MCC 7500 SECURE OPERATION	\$ 3,250.00	\$ 6,500.00	20%	\$ 2,600.00	\$ 5,200.00
00015	725-78-081934	Bishop St.	2	CA00182AB	ADD: AES ALGORITHM	\$ 750.00	\$ 1,500.00	20%	\$ 600.00	\$ 1,200.00
00015	725-78-081934	Bishop St.	2	CA01843AA	ADD: MCC 7500 / MCC 7100 TRUNKING OPERATION	\$ 5,000.00	\$ 10,000.00	20%	\$ 4,000.00	\$ 8,000.00
00015	725-78-081934	Bishop St.	2	DDN9618	SW BASED DUAL IRR USB HASP, SOUND CARD & PC SPEAKERS	\$ 2,935.00	\$ 5,870.00	20%	\$ 2,348.00	\$ 4,696.00
00015	725-78-081934	Bishop St.	6	B1912	MCC SERIES DESKTOP SPEAKER	\$ 450.00	\$ 2,700.00	20%	\$ 360.00	\$ 2,160.00
00015	725-78-081934	Bishop St.	2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 250.00	\$ 500.00	20%	\$ 200.00	\$ 400.00
00015	725-78-081934	Bishop St.	4	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$ 800.00	20%	\$ 160.00	\$ 640.00
00015	725-78-081934	Bishop St.	2	B1913	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MC	\$ 273.00	\$ 546.00	20%	\$ 218.40	\$ 436.80
00015	725-78-081934	Bishop St.	2	DSE686772	18" LCD, BLACK WITH TOUCH 1928L	\$ 2,649.00	\$ 5,298.00	20%	\$ 2,119.20	\$ 4,238.40
00015	725-78-081934	Bishop St.	2	TDN1112	ETHERNET CABLE 25' EV CAT5E PCH CBL RJ45MRJ45M; 25' GRAY	\$ 28.00	\$ 56.00	20%	\$ 22.40	\$ 44.80
					TWO UHF DIGITAL TRUNKED APX7500 CONSOLETES WITH TWO MCD5000 DESKSETS					
00003	726-88-085633	Bishop St.	2	L30SSS9PW1 N	APX7500 SINGLE BAND UHF R2 MP	\$ 3,980.00	\$ 7,960.00	20%	\$ 3,184.00	\$ 6,368.00
00003	726-88-085633	Bishop St.	2	G51	ENH: SMARTZONE OPERATION APX	\$ 1,500.00	\$ 3,000.00	20%	\$ 1,200.00	\$ 2,400.00
00003	726-88-085633	Bishop St.	2	G361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$ 600.00	20%	\$ 240.00	\$ 480.00
00003	726-88-085633	Bishop St.	2	G806	ENH: ASTRO DIGITAL CAI OF APX	\$ 515.00	\$ 1,030.00	20%	\$ 412.00	\$ 824.00
00003	726-88-085633	Bishop St.	2	L999	ADD: FULL FP W05/KEYPAD/CLOCK/VU	\$ 789.00	\$ 1,578.00	20%	\$ 631.20	\$ 1,262.40
00003	726-88-085633	Bishop St.	2	QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	\$ -	\$ -	20%	\$ -	\$ -
00003	726-88-085633	Bishop St.	2	CA01598	ADD: AC LINE CORD US	\$ -	\$ -	20%	\$ -	\$ -
00003	726-88-085633	Bishop St.	2	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETT	\$ 500.00	\$ 1,000.00	20%	\$ 400.00	\$ 800.00
00003	726-88-085633	Bishop St.	2	G843	ADD: AES ENCRYPTION APX	\$ 475.00	\$ 950.00	20%	\$ 380.00	\$ 760.00
00003	726-88-085633	Bishop St.	2	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$ 330.00	\$ 660.00	20%	\$ 264.00	\$ 528.00
00003	726-88-085633	Bishop St.	2	GA00237	ADD: NO USER/INSTALL CD NEEDED	\$ -	\$ -	20%	\$ -	\$ -
00003	726-88-085633	Bishop St.	2	G78	ENH: 2 YR REPAIR SERVICE ADVANTAGE	\$ 158.00	\$ 316.00	0%	\$ 158.00	\$ 316.00
00003	726-88-085633	Bishop St.	2	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$ -	20%	\$ -	\$ -
00003	726-88-085633	Bishop St.	2	HKM6233C	APX CONSOLETT RACK MOUNT KIT	\$ 200.00	\$ 400.00	20%	\$ 160.00	\$ 320.00
00015	725-78-081934	Bishop St.	2	F2380	MCD 5000 DESKSET	\$ 1,500.00	\$ 3,000.00	20%	\$ 1,200.00	\$ 2,400.00
00015	725-78-081934	Bishop St.	2	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD	\$ 100.00	\$ 200.00	20%	\$ 80.00	\$ 160.00
00015	725-78-081934	Bishop St.	2	FKN6855	ETHERNET CABLE 10'	\$ 20.00	\$ 40.00	20%	\$ 16.00	\$ 32.00
00008	726-16-085634	Bishop St.	2	DSSY350SFX3NM	YAGI DIRECTIONAL ANT, 7 DBD GAIN BLACK ANODIZED 406-512 MHZ	\$ 736.00	\$ 1,472.00	20%	\$ 588.80	\$ 1,177.60
00008	726-16-085634	Bishop St.	300	L1705	LDF4-60A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT	\$ 3.50	\$ 1,050.00	20%	\$ 2.80	\$ 840.00
					New Jersey State Contract Equipment Total:					\$ 88,956.00

STATE LINE #	COMMODITY CODE	LOCATION	QTY	MODEL	DESCRIPTION	LIST UNIT PRICE	EXTENDED UNIT PRICE	NJ STATE DISCOU NT	DISCOUNT UNIT PRICE	DISCOUNT EXTENDED PRICE
					SYSTEM IMPLEMENTATION SERVICES					
00027	925-36-085648		12	SVC209	REQUIRED SYSTEM INTEGRATION WORK TO ADD THE ABOVE EQUIPMENT \$ 1,635.00 \$ 19,620.00 \$ 1,635.00 \$ 19,620.00 \$ 19,620.00 MOTOROLA WILL INSTALL & WIRE IN TWO MCC7500 CONSOLES WITH MICS, SPEAKERS, MONITOR, WORKSTATIONS ON CUST SUPPLIED CONSOLE DESKS & PLUG IN CUST NETWORK WITH ETHERNET CABLES PROVIDED.	\$ 1,635.00	\$ 19,620.00	0%	\$ 1,635.00	\$ 19,620.00
					INSTALL THE TWO EXISTING ON SITE TELEPHONE HEADSET INTERFACE ADAPTERS TO THE TWO MCC7500 CONSOLES					
					INSTALL PROGRAM TWO APCX7500 CONSOLETTES IN BACK EXISTING RACK					
					INSTALL PROGRAM TWO MCD5000 IP DESKSETS AT NEW OPERATOR POSITIONS					
					INSTALLATION OF THE TWO CONSOLETTTE ANTENNA SYSTEMS TO THE ROOF AS IN PAST SITE INSTALLS.					
					PROVIDE AND INSTALL ALL CONNECTORS , POLYPHASERS, AND GROUNDING ITEMS NEEDED FOR THE TWO ANTENNA INSTALLS.					
00027	925-36-085648		5	SVC209	MOTOROLA FIELD SYSTEM TECHNOLOGIST (ST) WILL SET UP CONSOLES TO DATABASE SERVER	\$ 1,635.00	\$ 8,175.00	0%	\$ 1,635.00	\$ 8,175.00
					LOAD ALL CUSTOMER CONSOLE TEMPLATES					
					OVER SEE THE TELEPHONE HEADSET INSTALLATION AND PROJECT OVERALL					
					FIRST YEAR STANDARD MANUFACTURER WARRANTY SERVICE					
00028	920-46-085647		1	SVC209	INCLUDES 7 DAY 24 HOUR SYSTEM WARRANTY FOR ONE YEAR FROM SHIPMENT	\$ 2,400.00	\$ 2,400.00	0%	\$ 2,400.00	\$ 2,400.00
					SERVICES INCLUDE:					
					INFRASTRUCTURE REPAIR TO SEND OUT IF NEEDED					
					NEW JERSEY STATE CONTRACT #83909 MCC7500 CONSOLE/APX7500 CONSOLETTT TOTAL :					\$ 119,151.00
					DELIVERY OF THE ABOVE EQUIPMENT RIGHT AFTER THE SYSTEM IS UPGRADED TO 7.7 WE CANNOT TAKE THIS ORDER UNLESS THE SYSTEM UPGRADE TO 7.7 IS PURCHASED AS THE CONSOLES WILL ONLY WORK ON SYSTEM RELEASE 7.7 OR LATER. TERMS OF PAYMENT ARE 100% \$119,151.00 DUE NET 30 DAYS FROM COMPLETION EST 2 WEEKS OF WORK					
					New Jersey State Contract #83909 Pricing and contract terms					
					If you have any questions at all please call me at 201-949-5513. Thank you and I will be in touch.					
					Very Truly Yours,					
					Thomas Schmidt					
					Motorola Senior Account Manager					
					Motorola Solutions Inc.					
					5 Paragon Drive					
					Montvale, New Jersey 07645					



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MOTOROLA COMMUNICATIONS AND  
ELECTRONICS

**Trade Name:**

**Address:** 9401 GRAND AVE  
FRANKLIN PARK, IL 60131-3430

**Certificate Number:** 0092150

**Effective Date:** January 02, 1953

**Date of Issuance:** October 28, 2013

**For Office Use Only:**

20131028145815005

**\*\* Budget Account \*\***

Fund **2** FEDERAL & STATE GRANT FND  
 G/L **213** RES GRANTS APPROP  
 Cafr **40** RES GRANTS APPROPD  
 Subsidiary **272** UASI GRANT  
 Line Item **314** CONTRACTUAL  
 Sort Code **25** ADMINISTRATION DEPT

Budget Amount **1,881,500.00**  
 Revised Budget **3,573,000.00**  
 Beginning Balance **3,573,000.00**  
 Prior YTD Expended **1,247,634.37**  
 Curr. YTD Expended **518,970.47**  
 Open Encumbered **992,997.74**  
 Ending Balance **813,397.42**

Year/Period **2013 / 10** ☐ View in Ascending Order  
☐ View in Descending Order

Chg. Year/Period  **/**

New Acct

Previous >

< Next

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cd	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	10	10/23/2013	109713	MODERN HANDLIN	PS109983	POWER PALLET JA	4,750.00	.00
VR	10	10/23/2013	111212	MODULAR SPACE	1057184	CERT OFFICE TRAT	17,450.00	.00
VR	10	10/23/2013	111113	MODULAR SPACE	50031313	3 MTH STAIR REN	1,161.00	.00
VR	10	10/23/2013	110914	UNITED ELECTRO	PDO8201	MATERIAL DESCRI	9,400.00	.00
VR	10	10/23/2013	110777	MONACO LOCK CO	2/250588	ENCUMBERACY	196.40	.00
VR	10	10/23/2013	111182	FDR HITCHES	158034/1	ENCUMBRANCY	871.79	.00
VR	10	10/09/2013	111084	BURTON ENTERPR	49415	ENCUMBRANCY	4,182.00	.00
VR	10	10/09/2013	111065	BURTON ENTERPR	50207	MOBILSAT10 DAYS	177.00	.00
VR	9	9/25/2013	108298	EXTEL COMMUNIC	4/47835		88.00	.00
VR	9	9/25/2013	110777	MONACO LOCK CO	1/250399	ENCUMBERACY	137.10	.00
VR	9	9/25/2013	110848	BREAKING NEWS	205645	NEWS NOTIFICATI	598.80	.00
VR	9	9/11/2013	110711	BILTONE INC.	ICFD-10-	LABOR MAN HOUR	762.59	.00
VR	9	9/11/2013	110710	BILTONE INC.	ICFD-08-	LABOR MAN HOUR	3,910.02	.00
VR	9	9/11/2013	110669	UNITED ELECTRO	PD72913	BOAT REPAIRS	3,200.00	.00
VR	8	8/28/2013	110567	PINNACLE WIRELE	3421	INSTALLATION OF	279.00	.00
VR	8	8/28/2013		JOEL VILLABROZA		BOAT TRAINING	639.75	.00
VR	7	7/17/2013	109887	PINNACLE WIRELE	2902	SHIPPING	704.00	.00

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State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award  
Term Contract(s)****T-0109****RADIO COMMUNICATION EQUIPMENT  
AND ACCESSORIES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JIM BALLARD

**Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if  
necessary to view all documents)**Download All Documents

- State Contract Manager Adobe PDF (77 kb)
- Method of Operation Adobe PDF (163 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (581 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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**NOAs By Number****NOAs By Title****Search NOAs**

<b>Index #:</b>	T-0109
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 05/01/13 TO: 04/30/18

<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22183
<b>Bid Open Date:</b>	04/19/12
<b>CID #:</b>	1039655
<b>Commodity Code:</b>	725-78
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

**Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
PO Box 230  
Trenton, NJ 08625  
(609) 984-7047

**In the event of an emergency, contact the following in the order listed:**

JIM BALLARD	PROCUREMENT SPECIALIST	609-292-3019
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	<b>PUB DATE:</b>	<b>10/25/13</b>

**VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	AAT COMMUNICATIONS SYSTEMS CORP 3030 VETERANS ROAD WEST STATEN ISLAND, NY 10309
<b>Contact Person:</b>	JOSEPH P. AMODEA
<b>Contact Phone:</b>	718-605-4200
<b>Order Fax:</b>	718-605-4300
<b>Contract#:</b>	83890
<b>Expiration Date:</b>	04/30/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES





State of New Jersey

Department of the Treasury

— Division of Purchase and Property —

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**TERM CONTRACT SEARCH BY TNUMBER**[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0109 13-X -22183	RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	MOTOROLA SOLUTIONS INC	83909
TOP			

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	SERVICES]				
	ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...]  ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)]  ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: MOTOROLA SOLUTIONS INC			Contract Number: 83909		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001		1.000	EA	NET	N/A

	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES:	1.000	EA	NET	N/A

	BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 730-72-085637 [RADIO COMMUNICATION AND ...]  ITEM DESCRIPTION: RADIO COMMUNICATIONS & 9- 1-1 TESTING AND TEST EQUIPMENT -ALL DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 726-90-085643 [RADIO COMMUNICATION	1.000	EA	NET	N/A

	EQUIPMENT,...]				
	ITEM DESCRIPTION: SPARE PARTS: RADIO COMMUNICATION & 9-1-1 TELECOMMUNICATIONS EQUIPMENT DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019		1.000	EA	NET	N/A

	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULE G (W / SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL]  ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/ HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTW ARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES]  ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...]  ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS,	1.000	EA	NET	N/A

	TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)]  ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor: MUTUALINK INC</b>					
<b>Contract Number: 83894</b>					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO	1.000	EA	NET	N/A



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.752  
Agenda No. 10.W  
Approved: NOV 13 2013  
TITLE:



## **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE ANNUAL RADIO MAINTENANCE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FY 2012 URBAN AREA SECURITY INITIATIVE (UASI) GRANT**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Department of Public Safety needs to continuously maintain communication via portable radios for public safety; and

**WHEREAS**, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Motorola, 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 is in possession of State Contract No. A83909, submitted a proposal for Radio Maintenance for a term of thirteen (13) months commencing December 1, 2013 through December 31, 2014; and

**WHEREAS**, funds in the amount of \$359,752.48 are available in the calendar year 2013 temporary budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in account No.02-213-40-272-314; and

**WHEREAS**, funds are available for this contract in the **FY-12 UASI Federal & State Grant Fund**;

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	111614	A83909	\$359,752.48

**WHEREAS**, the award of contract shall be subject to the availability and appropriation of sufficient funds in the 2013 and 2014 temporary and permanent budget;

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Motorola, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE ANNUAL RADIO MAINTENANCE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FY 2012 URBAN AREA SECURITY INITIATIVE (UASI) GRANT**

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-272-314.

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	111614	A83909	\$359,752.48

Approved by \_\_\_\_\_

Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
10/29/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## LEGISLATIVE FACT SHEET

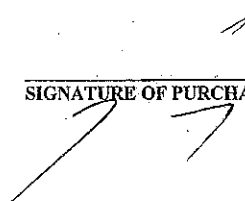
This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **FULL TITLE OF RESOLUTION AGREEMENT:**  
RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR THE ANNUAL RADIO MAINTENANCE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FY 2012 URBAN AREA SECURITY INITIATIVE (UASI) GRANT
2. **NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING RESOLUTION:** W. Greg Kierce, Director of Office of Emergency Services, 201-547-5566.
3. **DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:** Radio Maintenance contract.
4. **REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC.:** Maintain public safety through portable radio communication.
5. **ANTICIPATED BENEFITS TO THE COMMUNITY:** Public Safety
6. **COST OF PROPOSED PROGRAM, PROJECT, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):** The cost of this contract is Three Hundred Seven Hundred Fifty Two Dollars and Forty Eight Cents (\$359,752.48) from FY-12 UASI Federal State and Grant Fund.
7. **DATE PROPOSED OR PROJECT WILL COMMENCE:** December 1, 2013
8. **ANTICIPATED COMPLETION DATE:** December 31, 2014
9. **PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:** W. Greg Kierce, Director of Office of Emergency Services.
10. **ADDITIONAL COMMENTS:** Resolution proposed at the recommendation of the Director of Office of Emergency Services

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
\_\_\_\_\_  
SIGNATURE OF DEPARTMENT DIRECTOR

10/30/13  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE OF PURCHASING DIRECTOR

10/30/13  
\_\_\_\_\_  
DATE



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

## PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER  
**111614**

REQUISITION # **0163843**

BUYER **STATECONT**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE **10/28/2013** VENDOR NO. **MO380300**

### VENDOR INFORMATION

**MOTOROLA**  
**5 PARAGON DRIVE, STE 200**  
**MONTVALE NJ 07645**

**DELIVER TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**

**JERSEY CITY NJ 07307**

**BILL TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
**JERSEY CITY NJ 07307**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	<b>RADIO MAINTENANCE</b> <b>13 MO RADIO SYSTEM MAINTENANCE CONTRACT</b> <b>INCLUDING INFRASTRUCTURE &amp; SUBSCRIBERS</b>  <b>T-0109: RADIO COMMUNICATION EQUIPMENT</b> <b>AND ACCESSORIES</b>  <b>SC A83909</b>  <b>LINE: 00028, COMM CODE: 920-46-085647</b>  <b>EFFECTIVE 12/1/13 - 12/31/14</b>  <b>SC RESO _____, APPROVED _____</b>	<b>02-213-40-272-314</b>	<b>359,752.4800</b>	<b>359,752.48</b>

TAX EXEMPTION NO. **22-6002013**

**PO Total 359,752.48**

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

# RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 163843

PO # 111614

DEPT/DIV: OEM OEM

SUBJ: Radio Maint.

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement								X		
EEO/AA Compliance										
BRC/Validation								X		
Pay-to-Play, Political Contribution/B.E.D.								N/A		
Legislative Fact Sheet/ Determination of Value										

## BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution
Proposal Page/Amounts					
EEO/AA Compliance					
BRC/Validation					
Certification Regarding Suspension/Debarment					
Legislative Fact Sheet/ Determination of Value					

Notes:

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**Requisition #****0163843****CITY OF JERSEY CITY**1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306**Assigned PO #****Requisition****Vendor**  
MOTOROLA  
5 PARAGON DRIVE, STE 200  
MONTVALE NJ 07645**Dept. Bill To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE

JERSEY CITY

**Dept. Ship To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

MO380300

**Contact Info**  
MVALENTI  
015475684.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RADIO MAINTENANCE	0221340272314025	359,752.48	359,752.48
		13 MO RADIO SYSTEM MAINTENANCE CONTRACT INCLUDING INFRASTRUCTURE & SUBSCRIBERS			
		T-0109: RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES			
		SC A83909			
		LINE: 00028, COMM CODE: 920-46-085647			
		EFFECTIVE 12/1/13 - 12/31/14			
		SC RESO _____, APPROVED _____			

**Requisition Total 359,752.48**

Req. Date: 10/17/2013

Requested By: MVALENTI

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

Requisition #

0163843

**CITY OF JERSEY CITY**

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Assigned PO #

**Requisition**

Vendor  
MOTOROLA  
5 PARAGON DRIVE, STE 200  
MONTVALE NJ 07645

Dept. Bill To  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

Dept. Ship To  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

MO380300

Contact Info  
MVALENTI  
2015475684

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RADIO SYSTEM MAINT 13 MONTH RADIO SYSTEM MAINTENANCE CONTRACT INCLUDING INFRASTRUCTURE AND SUBSCRIBERS NEW JERSEY STATE CONTRACT # 83909	02-213-40-272-314	359,752.48	359,752.48

*Effective Dec 1, 2013 - Dec 31, 2014.*

*Approved  
by: [Signature]*

Requisition Total 359,752.48

Req. Date: 10/17/2013

Requested By: MVALENTI

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** MOTOROLA COMMUNICATIONS AND  
ELECTRONICS

**Trade Name:**

**Address:** 9401 GRAND AVE  
FRANKLIN PARK, IL 60131-3430

**Certificate Number:** 0092150

**Effective Date:** January 02, 1953

**Date of Issuance:** October 28, 2013

**For Office Use Only:**

20131028145815005



**\*\* Budget Account \*\***

Fund	2	FEDERAL & STATE GRANT FND	Budget Amount	1,001,500.00
G/L	213	RES GRANTS APPROP	Revised Budget	3,573,000.00
Cafr	40	RES GRANTS APPROPRD	Beginning Balance	3,573,000.00
Subsidiary	272	UASI GRANT	Prior YTD Expended	1,247,634.37
Line Item	314	CONTRACTUAL	Curr. YTD Expended	518,970.47
Sort Code	25	ADMINISTRATION DEPT	Open Encumbered	992,957.74
Year/Period	2013 / 10	<input type="radio"/> View in Ascending Order <input checked="" type="radio"/> View in Descending Order	Ending Balance	813,397.42

Chg. Year/Period 2013 /

Double-Click On An Item Below To View All Details of Corresponding Transaction

Ct	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	10	10/23/2013	109713	MODERN HANDLIN	PS109983	POWER PALLET JA	4,750.00	.00
VR	10	10/23/2013	111212	MODULAR SPACE	1057184	CERT OFFICE TRAI	17,450.00	.00
VR	10	10/23/2013	111113	MODULAR SPACE	50031313	3 MTH STAIR REN	1,161.00	.00
VR	10	10/23/2013	110914	UNITED ELECTRO	PDO8201	MATERIAL DESCRI	9,400.00	.00
VR	10	10/23/2013	110777	MONACO LOCK CO	2/250588	ENCUMBERACY	196.40	.00
VR	10	10/23/2013	111182	FDR HITCHES	158034/1	ENCUMBRANCY	871.79	.00
VR	10	10/09/2013	111084	BURTON ENTERPR	49415	ENCUMBRANCY	4,182.00	.00
VR	10	10/09/2013	111065	BURTON ENTERPR	50207	MOBILSAT10 DAYS	177.00	.00
VR	9	9/25/2013	108298	EXTEL COMMUNIC	4/47835		88.00	.00
VR	9	9/25/2013	110777	MONACO LOCK CO	1/250399	ENCUMBERACY	137.10	.00
VR	9	9/25/2013	110848	BREAKING NEWS	205645	NEWS NOTIFICATI	598.80	.00
VR	9	9/11/2013	110711	BILTONE INC.	1CFD-10-	LABOR MAN HOUR	762.59	.00
VR	9	9/11/2013	110710	BILTONE INC.	1CFD-08-	LABOR MAN HOUR	3,910.02	.00
VR	9	9/11/2013	110669	UNITED ELECTRO	PD72913	BOAT REPAIRS	3,200.00	.00
VR	8	8/28/2013	110567	PINNACLE WIRELE	3421	INSTALLATION OF	279.00	.00
VR	8	8/28/2013		JOEL VILLABROZA		BOAT TRAINING	639.75	.00
VR	7	7/17/2013	100887	PINNACLE WIRELE	2902	SHIPPING	204.00	.00

October 17, 2013

JERSEY CITY POLICE DEPARTMENT  
73-85 BISHOP STREET  
JERSEY CITY, NEW JERSEY  
07304  
ATT: JOHN TKACZYK IT DEPT.  
201-547-5987  
Cell 201-547-5987



*[Handwritten signature]*

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[illegible]

**New Jersey State Contract #83909 Pricing and contract terms attached**

**We would bill semiannually at the start of the contract net 30 days from invoice.**

**If you have any questions at all please call me at 201-949-5513. Thank you and I will be in touch.**

**Very Truly Yours,**

Thomas Schmidt

**Motorola Senior Account Manager**

**Motorola Solutions Inc.**

**5 Paragon Drive**

**Montvale, New Jersey 07645**

Governor Chris Christie • Lt. Governor Kim Guadagno

State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Search  

NJ Home | Services A to Z | Departments/Agencies | FAQs

**Notice of Award  
Term Contract(s)****T-0109  
RADIO COMMUNICATION EQUIPMENT  
AND ACCESSORIES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JIM BALLARD

**Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if  
necessary to view all documents)**Download All Documents

- State Contract Manager Adobe PDF (77 kb)
- Method of Operation Adobe PDF (163 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (581 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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**NOAs By Number****NOAs By Title****Search NOAs**

<b>Index #:</b>	T-0109
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 05/01/13 TO: 04/30/18

<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22183
<b>Bid Open Date:</b>	04/19/12
<b>CID #:</b>	1039655
<b>Commodity Code:</b>	725-78
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that:

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
PO Box 230  
Trenton, NJ 08625  
(609) 984-7047

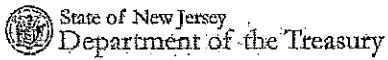
**In the event of an emergency, contact the following in the order listed:**

JIM BALLARD	PROCUREMENT SPECIALIST	609-292-3019
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	<b>PUB DATE:</b>	<b>10/25/13</b>

**VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	AAT COMMUNICATIONS SYSTEMS CORP 3030 VETERANS ROAD WEST STATEN ISLAND, NY 10309
<b>Contact Person:</b>	JOSEPH P. AMODEA
<b>Contact Phone:</b>	718-605-4200
<b>Order Fax:</b>	718-605-4300
<b>Contract#:</b>	83890
<b>Expiration Date:</b>	04/30/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEW HERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES

Governor Chris Christie • Lt. Governor Kim Guadagno



Division of Purchase and Property

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T-Number	Title	Vendor	Contract #
<a href="#">T0109 13-x-22183</a>	RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	MOTOROLA SOLUTIONS INC	83909
TOP			

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	SERVICES]				
	ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...]  ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO.1 (NOT...)]  ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor: MOTOROLA SOLUTIONS INC Contract Number: 83909</b>					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001		1.000	EA	NET	N/A

	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES:	1.000	EA	NET	N/A



	BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 730-72-085637 [RADIO COMMUNICATION AND ...]  ITEM DESCRIPTION: RADIO COMMUNICATIONS & 9- 1-1 TESTING AND TEST EQUIPMENT - ALL DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 726-90-085643 [RADIO COMMUNICATION	1.000	EA	NET	N/A

	EQUIPMENT,...]				
	ITEM DESCRIPTION: SPARE PARTS: RADIO COMMUNICATION & 9-1-1 TELECOMMUNICATIONS EQUIPMENT DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019		1.000	EA	NET	N/A

	COMM CODE: 726-13-085630 (RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 726-13-085630 (RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 726-13-085630 (RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULE G (W / SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL]  ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/ HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTWARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES]  ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...]  ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; ADDITIONAL MANUALS,	1.000	EA	NET	N/A

	TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)]  ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor: MUTUALINK INC</b>					
<b>Contract Number: 83894</b>					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO	1.000	EA	NET	N/A

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.753

Agenda No. 10.X

Approved: NOV 13 2013

TITLE:



**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR SOFTWARE UPGRADES TO THE COMMUNICATIONS SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FY 2012 URBAN AREA SECURITY INITIATIVE (UASI) GRANT**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, to ensure continuous system reliability and enhance operational capabilities, the Department of Public Safety Communications System requires Software Upgrades from the present 7.5 version to 7.7;

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Motorola, 5 Paragon Drive, Suite 200, Montvale, New Jersey 07645 is in possession of State Contract No. A83909, submitted a proposal for Software Upgrades to the Public Safety Communications System from Version 7.5 to 7.7; and

**WHEREAS**, funds are available for this contract in the FY-12 UASI Federal & State Grant Fund;

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	111616	A83909	\$297,949.80

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Motorola, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq. and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq. and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR SOFTWARE UPGRADES TO THE COMMUNICATIONS SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FY 2012 URBAN AREA SECURITY INITIATIVE (UASI) GRANT**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-213-40-272-314.

Account	P.O. #	State Contract	Total Contract
02-213-40-272-314	111616	A83909	\$297,949.80

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
10/29/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rafaelo R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

## LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **FULL TITLE OF RESOLUTION AGREEMENT RESOLUTION: AUTHORIZING AWARD OF A CONTRACT TO MOTOROLA FOR SOFTWARE UPGRADES TO THE COMMUNICATIONS SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY FY 2012 URBAN AREA SECURITY INITIATIVE (UASI) GRANT**
2. **NAME, TITLE AND PHONE NUMBER OF PERSON INITIATING RESOLUTION:** W. Greg Kierce, Director of Office of Emergency Management & Homeland Security, 201-547-5681.
3. **DESCRIPTION OF THE PROGRAM, PROJECT OR PLAN PROPOSED IN THE RESOLUTION:** Software upgrades to the Jersey City Public Safety Emergency Communications System from present status of version 7.5 to version 7.7
4. **REASONS (NEED) FOR THE PROPOSED PROGRAM, PROJECT, ETC.:** To ensure reliability and enhance operational capabilities of the emergency communications system.
5. **ANTICIPATED BENEFITS TO THE COMMUNITY:** Ensuring emergency communication systems' reliability and to enhance operational capabilities of the system.
6. **COST OF PROPOSED PROGRAM, PROJECT, ETC. (INDICATE THE DOLLAR AMOUNT OF CITY, STATE AND FEDERAL FUNDS TO BE USED, AS WELL AS MATCH AND IN-KIND CONTRIBUTIONS):** The cost of this contract is Two Hundred Ninety Seven Thousand, Nine Hundred Forty Nine Dollars & Eighty Cents (\$297,949.80) from FY-12 UASI Federal & State Grant Fund.
7. **DATE PROPOSED OR PROJECT WILL COMMENCE:** Upon adoption by The Jersey City Municipal Council.
8. **ANTICIPATED COMPLETION DATE:** ASAP
9. **PERSON RESPONSIBLE FOR COORDINATING PROPOSED PROGRAM, PROJECT, ETC.:** W. Greg Kierce, Director of Office of Emergency Management & Homeland Security.
10. **ADDITIONAL COMMENTS:** Resolution proposed at the recommendation of the Director of Office of Emergency Management & Homeland Security.

I CERTIFY THAT ALL THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DEPARTMENT DIRECTOR

10/30/13  
DATE

  
SIGNATURE OF PURCHASING DIRECTOR

10/30/13  
DATE





# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

## PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER  
**111616**

REQUISITION # **0163847**  
BUYER **STATECONT**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE	VENDOR NO.
10/28/2013	MO380300

### VENDOR INFORMATION

**MOTOROLA**  
**5 PARAGON DRIVE, STE 200**  
  
**MONTVALE NJ 07645**

**DELIVER TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**

**JERSEY CITY NJ 07307**

**BILL TO**  
**OFFICE OF EMERGENCY MGMT**  
**715 SUMMIT AVENUE**  
**JERSEY CITY NJ 07307**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	SOFTWARE UPGRADE UHF DIGITAL TRUNKED RADIO SYSTEM UPGRADE FROM VERSION 7.5 TO 7.7  T-0109: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES  LINE 00001, COMM CODE: 72578-081934 LINE 00027, COMM CODE: 925-36-085646 LINE 00028, COMM CODE: 925-36-085647  SC A83909  SC RESO _____, APPROVED _____	02-213-40-272-314	297,949.8000	297,949.80

TAX EXEMPTION NO. **22-6002013**

**PO Total** **297,949.80**

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

# RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0163847

PO # 111616

DEPT/DIV: OEM

SUBJ: Swave Upgrades

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement								X		
EEO/AA Compliance										
BRC/Validation								X		
Pay-to-Play, Political Contribution/B.E.D.								N/A		
Legislative Fact Sheet/ Determination of Value										

## BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution
Proposal Page/Amounts					
EEO/AA Compliance					
BRC/Validation					
Certification Regarding Suspension/Debarment					
Legislative Fact Sheet/ Determination of Value					

Notes:



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MOTOROLA COMMUNICATIONS AND  
ELECTRONICS

**Trade Name:**

**Address:** 9401 GRAND AVE  
FRANKLIN PARK, IL 60131-3430

**Certificate Number:** 0092150

**Effective Date:** January 02, 1953

**Date of Issuance:** October 28, 2013

**For Office Use Only:**

20131028145815005

Requisition #

0163847

**CITY OF JERSEY CITY**

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Assigned PO #

**Requisition**

*SC 12/20*

**Vendor**  
MOTOROLA  
5 PARAGON DRIVE, STE 200  
MONTVALE NJ 07645

**Dept. Bill To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

**Dept. Ship To**  
OFFICE OF EMERGENCY MGMT  
715 SUMMIT AVENUE  
JERSEY CITY NJ 07307

MO380300

**Contact Info**  
MVALENTI  
2015475684

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	SOFTWARE UPDATE SOFTWARE UPGRADE FROM VERSION 7.5 TO 7.7	02-213-40-272-314	297,949.80	297,949.80

*SC 12/20*

*Please  
Ver  
S/C*

**Requisition Total 297,949.80**

Req. Date: 10/17/2013

Requested By: MVALENTI

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**

JERSEY CITY POLICE/OEM DEPARTMENTS  
 73-86 BISHOP STREET  
 JERSEY CITY, NEW JERSEY  
 07304  
 ATT: DIRECTOR GREG KIERCE OEM  
 JOHN TRACZYK PD IT DEPT  
 MARTIN VALENTI OEM



October 17, 2013

STATE	COMMODITY	LOCATION	QTY	MODEL	DESCRIPTION	LIST UNIT PRICE	EXTENDED UNIT PRICE	NU STATE DISC	DISCOUNT UNIT PRICE	DISCOUNT EXTENDED PRICE
LINE #	CODE									

JERSEY CITY UHF DIGITAL TRUNKED RADIO SYSTEM UPGRADE FROM 7.5 TO 7.7 SYSTEM RELEASE  
 NEW JERSEY STATE CONTRACT #83909 PRICE QUOTE

00001	725-78-081934	Jersey City	1	SOM01SUM0193	A25 7.X MASTER SITE UPGRADE MODEL	\$ -	\$ -	20%	\$ -	\$ -
00001	725-78-081934	Jersey City	1	CA01460AA	ADD: NMZC ZONE UPGRADE SW FOR 7.7	\$ 76,000.00	\$ 76,000.00	20%	\$ 60,800.00	\$ 60,800.00
00001	725-78-081934	Jersey City	1	CA000996AF	ADD: NMZC LICENSE KEY 7.7	\$ 1,000.00	\$ 1,000.00	20%	\$ 800.00	\$ 800.00
00001	725-78-081934	Jersey City	1	CA01625AA	ENH: ENH UCS UPGRADE SW FOR 7.7	\$ 2,300.00	\$ 2,300.00	20%	\$ 1,840.00	\$ 1,840.00
00001	725-78-081934	Jersey City	1	CA00097AF	ADD: UCS LICENSE KEY 7.7	\$ 1,000.00	\$ 1,000.00	20%	\$ 800.00	\$ 800.00
00001	725-78-081934	Jersey City	1	CA01471AA	ADD: WINDOWS SUPPLEMENTAL TRANS CONFIG	\$ -	\$ -	20%	\$ -	\$ -
00001	725-78-081934	Jersey City	2	CA01658AA	ADD: WINDOWS 2003 EE UPGRADE	\$ 3,776.00	\$ 7,552.00	20%	\$ 3,020.80	\$ 6,041.60
00001	725-78-081934	Jersey City	1	77486	ASTRO 7.7 CLIENT APPLICATION SOFTWARE	\$ 700.00	\$ 700.00	20%	\$ 560.00	\$ 560.00
00001	725-78-081934	Jersey City	1	CLN8645C	ASTRO 7.7 DVD	\$ 20.00	\$ 20.00	20%	\$ 16.00	\$ 16.00
00001	725-78-081934	Jersey City	2	575100	MNR ASTRO/SMARTZONE SOFTWARE UPGRADE	\$ 500.00	\$ 1,000.00	20%	\$ 400.00	\$ 800.00
00001	725-78-081934	Jersey City	1	575140A	HP PROCUVE OS UPGRADE	\$ 500.00	\$ 1,000.00	20%	\$ 400.00	\$ 800.00
00001	725-78-081934	Jersey City	1	77336	LX TERMINAL SERVER SW UPGRADE	\$ 50.00	\$ 50.00	20%	\$ 40.00	\$ 40.00
00001	725-78-081934	Jersey City	1	B1905	MCC 7500 ASTRO 25 SOFTWARE	\$ 250.00	\$ 250.00	20%	\$ 200.00	\$ 200.00
00001	725-78-081934	Jersey City	13	CA00099AA	ADD: MCC 7500 DISPATCH CONSOLE SOFTWARE REFRESH LICENSE	\$ 3,000.00	\$ 39,000.00	20%	\$ 2,400.00	\$ 31,200.00
00001	725-78-081934	Jersey City	1	FVN5707	SDM3000 MCC7500 AUX IO FW FOR A7.7	\$ 175.00	\$ 175.00	20%	\$ 140.00	\$ 140.00
00001	725-78-081934	Jersey City	1	77140	G-SERIES SOFTWARE UPGRADE	\$ -	\$ -	20%	\$ -	\$ -
00001	725-78-081934	Jersey City	2	CA01246AA	ADD: MCC 7500 CONV SITE UPGRADE	\$ 1,200.00	\$ 2,400.00	20%	\$ 960.00	\$ 1,920.00
00001	725-78-081934	Jersey City	1	77140	G-SERIES SOFTWARE UPGRADE	\$ -	\$ -	20%	\$ -	\$ -
00001	725-78-081934	Jersey City	2	CA0118BA	ADD: CIRCUIT BASED MULTISITE SC SW UPGRADE	\$ 19,800.00	\$ 39,600.00	20%	\$ 15,840.00	\$ 31,680.00
00001	725-78-081934	Jersey City	8	CA02244BA	SIMUL REM SITE UPGRD LIC/VOICE	\$ -	\$ -	20%	\$ -	\$ -
00001	725-78-081934	Jersey City	1	77140	G-SERIES SOFTWARE UPGRADE	\$ -	\$ -	20%	\$ -	\$ -
00001	725-78-081934	Jersey City	44	CA0115AA	ADD: CIRCUIT BASED MULTISITE BR SW UPGRADE	\$ 4,500.00	\$ 198,000.00	20%	\$ 3,600.00	\$ 158,400.00
00001	725-78-081934	Jersey City	1	76992	A-TAC 9600 UPGRADE	\$ -	\$ -	20%	\$ -	\$ -
00001	725-78-081934	Jersey City	11	CA00093AA	ADD: ASTRO-TAC 9600 SOFTWARE UPGRADE	\$ 400.00	\$ 4,400.00	20%	\$ 320.00	\$ 3,520.00
00001	725-78-081934	Jersey City	1	DLN6455	CONFIGURATION/SERVICE SOFTWARE	\$ 25.00	\$ 25.00	20%	\$ 20.00	\$ 20.00
00001	725-78-081934	Jersey City	4	77398	SYMANTEC AV UPGRADE MEDIA	\$ 20.00	\$ 80.00	20%	\$ 16.00	\$ 64.00
00001	725-78-081934	Jersey City	3	77449	WINDOWS SUPPLEMENTAL TRANS CONFIG	\$ 50.00	\$ 150.00	20%	\$ 40.00	\$ 120.00
00001	725-78-081934	Jersey City	5	77196	MICROSOFT WINDOWS VISTA MEDIA DISC	\$ 25.00	\$ 125.00	20%	\$ 20.00	\$ 100.00
00001	725-78-081934	Jersey City	13	TT05654AA	REQUIRED OPTION - MS WINDOWS PRO 7 CLIENT LICENSES (MIN 5)	\$ 276.00	\$ 3,588.00	20%	\$ 220.80	\$ 2,208.00
00001	725-78-081934	Jersey City	13	TT05654AA	REQUIRED OPTION - MS WINDOWS PRO 7 CLIENT LICENSES (MIN 5)	\$ 276.00	\$ 3,588.00	20%	\$ 220.80	\$ 2,208.00
00001	725-78-081934	Jersey City	1	DLN6699	SUN NETRA T6220 SERVER WITHOUT SOFTWARE	\$ 30,000.00	\$ 30,000.00	20%	\$ 24,000.00	\$ 24,000.00
00001	725-78-081934	Jersey City	1	DLN6699	HP DVD/DRW DRIVE	\$ 150.00	\$ 150.00	20%	\$ 120.00	\$ 120.00
00001	725-78-081934	Jersey City	4	DDN9565	1GB RAM (NON-RETURNABLE)	\$ 108.00	\$ 432.00	20%	\$ 86.40	\$ 345.60
00001	725-78-081934	Jersey City	13	DDN9565	HP DVD/DRW DRIVE	\$ 150.00	\$ 1,950.00	20%	\$ 120.00	\$ 1,560.00
00001	725-78-081934	Jersey City	26	DDN9565	1GB RAM (NON-RETURNABLE)	\$ 108.00	\$ 2,808.00	20%	\$ 86.40	\$ 2,246.40
00001	725-78-081934	Jersey City	1	SOM01SUM0195	COMMON PLATFORM HARDWARE	\$ 20,000.00	\$ 20,000.00	20%	\$ 16,000.00	\$ 16,000.00
00001	725-78-081934	Jersey City	1	CA01476AA	ADD: VIRTUALIZED	\$ -	\$ -	20%	\$ -	\$ -
00001	725-78-081934	Jersey City	1	CA01471AA	ADD: WINDOWS SUPPLEMENTAL TRANS CONFIG	\$ -	\$ -	20%	\$ -	\$ -
00001	725-78-081934	Jersey City	1	77635	NMZC BACK-UP APPLICATION	\$ 500.00	\$ 500.00	20%	\$ 400.00	\$ 400.00
New Jersey State Contract Equipment Total:						\$ 347,624.80				\$ 347,624.80
Additional Large System Discount Approved:						\$ (3205,000.00)				\$ (3205,000.00)
EQUIPMENT TOTAL:						\$ 142,624.80				\$ 142,624.80

STATE	COMMODITY	LOCATION	QTY	MODEL	DESCRIPTION	LIST UNIT PRICE	EXTENDED UNIT PRICE	STATE DISC	DISCOUNT UNIT PRICE	DISCOUNT EXTENDED PRICE
00027	925-36-085646		70	SVC209	MOTOROLA UPGRADE OPERATIONS TEAM OUT IN THE FIELD FOR EST TWO WEEKS TO DEPLOY ALL THE SYSTEM UPGRADES OF HARDWARE AND SOFTWARE COORDINATING WITH CUSTOMER AND OUR LOCAL SYSTEM TECHNOLOGIST Based on NJ State Contract Mandatory Rate of \$1635.	\$ 1,635.00	\$ 114,450.00	0%	\$ 1,635.00	\$ 114,450.00
00027	925-36-085646		25	SVC209	MOTOROLA FIELD SYSTEM TECHNOLOGIST (ST) WILL WORK WITH UO TEAM TO COORDINATE THIS UPGRADE LOCAL PROJECT MANAGER TO RUN THE PROJECT INC TIMELINES, SHIPMENT/INVENTORY AND OVERSEE PROJECT COMPLETION Based on NJ State Contract Mandatory Rate of \$1635.	\$ 1,635.00	\$ 40,875.00	0%	\$ 1,635.00	\$ 40,875.00
00028	920-46-085647		1	SVC209	FIRST YEAR STANDARD MANUFACTURER WARRANTY SERVICE INCLUDES SYSTEM WARRANTY FOR 5 day 8 hour service ONE YEAR FROM SHIPMENT OF HARDWARE INSTALLED IN THIS UPGRADE	Inc	Inc	0%	Inc	Inc
					PLEASE NOTE SINCE THE EXISTING SYSTEM IS NOT UNDER A MOTOROLA WARRANTY IF ANY EXISTING SYSTEM EQUIPMENT IS NOT WORKING AT TIME OF UPGRADE WILL NOT BE UPGRADED. WE QUOTED THIS EFFORT IN THE MAINTENANCE CONTRACT QUOTE.					
					JERSEY CITY UHF DIGITAL TRUNKED RADIO SYSTEM UPGRADE FROM 7.5 TO 7.7 SYSTEM RELEASE					\$ 297,949.80
					DELIVERY OF THE ABOVE EQUIPMENT A MONTH BEFORE UPGRADE OPERATIONS SCHEDULED FIELD DATES ARE DETERMINED					
					TERMS OF PAYMENT ARE 100% OF EQUIPMENT/SOFTWARE \$142,624.80 DUE NET 30 DAYS FROM SHIPMENT					
					FINAL SERVICES OF \$155,325 DUE NET 30 DAYS FROM SYSTEM UPGRADE COMPLETION					

New Jersey State Contract #83909 Pricing and contract terms

If you have any questions at all please call me at 201-949-5513. Thank you and I will be in touch.

					Very Truly Yours,					
					Thomas Schmidt					
					Motorola Senior Account Manager					
					Motorola Solutions Inc.					
					5 Paragon Drive					
					Montvale, New Jersey 07645					

# Account Inquiry Details

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## \*\* Budget Account \*\*

Fund **2** FEDERAL & STATE GRANT FND  
 G/L **213** RES GRANTS APPROP  
 Cofr **40** RES GRANTS APPROPD  
 Subsidiary **272** UASI GRANT  
 Line Item **314** CONTRACTUAL  
 Sort Code **25** ADMINISTRATION DEPT

Budget Amount **1,081,500.00**  
 Revised Budget **3,573,000.00**  
 Beginning Balance **3,573,000.00**  
 Prior YTD Expended **1,247,634.37**  
 Curr. YTD Expended **518,970.47**  
 Open Encumbered **992,997.74**  
 Ending Balance **813,397.42**

Year/Period **2013 / 10** ☐ View in Ascending Order  
☐ View in Descending Order

Chg. Year/Period **2013 /**

New Acct

Previous >

< Next

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cl	Per	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	10	10/23/2013	109713	MODERN HANDLIN	PS109983	POWER PALLET JA	4,750.00	.00
VR	10	10/23/2013	111212	MODULAR SPACE	1057184	CERT OFFICE TRAI	17,450.00	.00
VR	10	10/23/2013	111113	MODULAR SPACE	50031313	3 MTH-STAIR REN	1,161.00	.00
VR	10	10/23/2013	110914	UNITED ELECTRO	PDO8201	MATERIAL DESCRI	9,400.00	.00
VR	10	10/23/2013	110777	MONACO LOCK CO	2/250588	ENCUMBERACY	196.40	.00
VR	10	10/23/2013	111182	FDR HITCHES	158034/1	ENCUMBRANCY	871.79	.00
VR	10	10/09/2013	111084	BURTON ENTERPR	49415	ENCUMBRANCY	4,182.00	.00
VR	10	10/09/2013	111065	BURTON ENTERPR	50207	MOBILSAT10 DAYS	177.00	.00
VR	9	9/25/2013	108298	EXTEL COMMUNIC	4/47835		88.00	.00
VR	9	9/25/2013	110777	MONACO LOCK CO	1/250399	ENCUMBERACY	137.10	.00
VR	9	9/25/2013	110848	BREAKING NEWS	205645	NEWS NOTIFICATI	598.80	.00
VR	9	9/11/2013	110711	BILTONE INC.	JCFD-10-	LABOR MAN HOUR	762.59	.00
VR	9	9/11/2013	110710	BILTONE INC.	JCFD-08-	LABOR MAN HOUR	3,910.02	.00
VR	9	9/11/2013	110669	UNITED ELECTRO	PD72913	BOAT REPAIRS	3,200.00	.00
VR	8	8/28/2013	110567	PINNACLE WIRELE	3421	INSTALLATION OF	279.00	.00
VR	8	8/28/2013		JOEL VILLABROZA		BOAT TRAINING	639.75	.00
VR	7	7/17/2013	109887	PINNACLE WIRELE	2902	SHIPPING	204.00	.00

Print Account

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3:09 PM  
10/29/2013

State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

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**Notice of Award  
Term Contract(s)****T-0109  
RADIO COMMUNICATION EQUIPMENT  
AND ACCESSORIES**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JIM BALLARD

**Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if  
necessary to view all documents)**Download All Documents

- State Contract Manager Adobe PDF (77 kb)
- Method of Operation Adobe PDF (163 kb)
- Amendment #1 - Vendor Information Change Adobe PDF (581 kb)

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**NOAs By Number****NOAs By Title****Search NOAs**

<b>Index #:</b>	T-0109
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 05/01/13 TO: 04/30/18



<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22183
<b>Bid Open Date:</b>	04/19/12
<b>CID #:</b>	1039655
<b>Commodity Code:</b>	725-78
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these item s/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
PO Box 230  
Trenton, NJ 08625  
(609) 984-7047

**In the event of an emergency, contact the following in the order listed:**

JIM BALLARD	PROCUREMENT SPECIALIST	609-292-3019
JACKIE KEMERY	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	<b>PUB DATE:</b>	<b>10/25/13</b>

**VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	AAT COMMUNICATIONS SYSTEMS CORP 3030 VETERANS ROAD WEST STATEN ISLAND, NY 10309
<b>Contact Person:</b>	JOSEPH P. AMODEA
<b>Contact Phone:</b>	718-605-4200
<b>Order Fax:</b>	718-605-4300
<b>Contract#:</b>	83890
<b>Expiration Date:</b>	04/30/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES

State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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## TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0109 13-x -22183	RADIO COMMUNICATION EQUIPMENT AND ACCESSORIES	MOTOROLA SOLUTIONS INC	83909
TOP			

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	SERVICES]				
	ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...]  ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS, TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)]  ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor:</b> MOTOROLA SOLUTIONS INC <b>Contract Number:</b> 83909					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001		1.000	EA	NET	N/A

	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 726-88-085633 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: PORTABLE & MOBILE RADIO EQUIPMENT AND ACCESSORIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES:	1.000	EA	NET	N/A

	BASE STATIONS, POINT-TO-POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 730-72-085637 [RADIO COMMUNICATION AND ...]  ITEM DESCRIPTION: RADIO COMMUNICATIONS & 9- 1-1 TESTING AND TEST EQUIPMENT - ALL DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 726-90-085643 [RADIO COMMUNICATION	1.000	EA	NET	N/A

	EQUIPMENT,...]				
	ITEM DESCRIPTION: SPARE PARTS: RADIO COMMUNICATION & 9-1-1 TELECOMMUNICATIONS EQUIPMENT DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 725-78-081934 [RADIO COMMUNICATION, TELEPHONE, AND ...]  ITEM DESCRIPTION: RADIO EQUIPMENT & ACCESSORIES INCLUDES: BASE STATIONS, POINT-TO- POINT, AM & FM BAND AIRCRAFT & MARINE RADIO W / ACCESSORIES, CONSOLES, RACKS, FURNITURE, UNINTERRUPTABLE POWER SUPPLIES (UPS) SUPPLIES (UNINTERRUPTABLE). DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019		1.000	EA	NET	N/A

	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	COMM CODE: 726-13-085630 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: 9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES, INSTALLATIONS, REMOVALS, RE-INSTALL, MAINT & WARRANTIES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00026	COMM CODE: 915-70-085645 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULE G (W / SUB- CATEGORIES): RADIO COMMUNICATIONS EQUIPMENT & ACCESSORIES ANTENNA LEVELS, CONDITIONS & CABLING DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00027	COMM CODE: 925-36-085646 [ENGINEERING SERVICES, PROFESSIONAL]  ITEM DESCRIPTION: SCHEDULES I & K: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES TIME & MATERIAL/ HOURLY MAINTENANCE, REPAIR, ENGINEERING, PROJECT & SITE MANAGEMENT SERVICES DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00028	COMM CODE: 920-46-085647 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULES J&M: RADIO COMMUNICATION EQUIP & ACCESSORIES; SOFTW ARE PRODUCT SCHEDULE & MAINTENANCE AGREEMENT SUPPLEMENT. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00029	COMM CODE: 924-16-085648 [EDUCATIONAL/TRAINING SERVICES]  ITEM DESCRIPTION: SCHEDULE L: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; TRAINING COSTS (ALL INCL) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00030	COMM CODE: 655-27-085657 [PHOTOGRAPHIC EQUIPMENT, FILM, AND ...]  ITEM DESCRIPTION: SCHEDULE N: RADIO COMMUNICATION EQUIPMNT & ACCESSORIES; ADDITIONAL MANUALS,	1.000	EA	NET	N/A



	TRAINING, OPERATIONS AND/OR SERVICE DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00031	COMM CODE: 915-14-085649 [COMMUNICATIONS AND MEDIA RELATED ...]  ITEM DESCRIPTION: SCHEDULES P & Q: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; WIRELESS SYSTEMS & SHORT RANGE POINT TO POINT LINKS DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00032	COMM CODE: 961-53-085650 [MISCELLANEOUS SERVICES, NO. 1 (NOT...)]  ITEM DESCRIPTION: SCHEDULES R, S & U: RADIO COMMUNICATION & ACCESSORIES; DISCOUNTS: VOLUME, ANNUAL & TRADE-IN PROGRAM DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00033	COMM CODE: 726-89-085632 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: SCHEDULE T: RADIO COMMUNICATION EQUIPMENT & ACCESSORIES; UNINTERRUPTABLE POWER SUPPLY (UPS) DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
<b>Vendor: MUTUALINK INC</b>		<b>Contract Number: 83894</b>			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 726-16-085634 [RADIO COMMUNICATION EQUIPMENT,...]  ITEM DESCRIPTION: ANTENNAS/ANTENNA SYSTEMS & INTEROPERABLE COMMUNICATION SYSTEM GATEWAY DEVICES  DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00025	COMM CODE: 920-37-085644 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...]  ITEM DESCRIPTION: SCHEDULE A-F, H & O: RADIO	1.000	EA	NET	N/A

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.754

Agenda No. 10.Y

Approved: NOV 13 2013

TITLE:



## **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CELEBRITY OF MORRISTOWN, LLC D/B/A BEYER CJDR FOR THE PURCHASE OF FORD F450 EXPLORER VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, there exists a need for Five (5) Ford F450 Yard Dump Trucks with Snow Plows for the Department of Public Works, Automotive Division; and

**WHEREAS**, N.J.S.A. 40A:11-12, of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Celebrity of Morristown, LLC D/B/A Beyer CJDR, 200 Ridgedale Avenue, Morristown, New Jersey 07962 is in possession of State Contract No. A83560, submitted a proposal for Five (5) Ford F450 Yard Dump Trucks with Snow Plows; and

**WHEREAS**, funds are available for this contract in the General Capital Fund Account;

Account	P.O. #	State Contract	Total Contract
04-215-55-847-990	111305	A83560	\$127,604.00
04-215-55-847-990	111306	A83560	<u>\$191,091.00</u>
		<b>Total</b>	<b>\$318,695.00</b>

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Celebrity of Morristown, LLC D/B/A Beyer CJDR be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 13.754Agenda No. 10.Y NOV 13 2013

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CELEBRITY OF MORRISTOWN, LLC D/B/A BEYER CJDR FOR THE PURCHASE OF FORD EXPLORER VEHICLES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
04-215-55-847-990	111305	A83560	\$127,604.00
04-215-55-847-990	111306	A83560	<u>\$191,091.00</u>
		<b>Total</b>	<b>\$318,695.00</b>

Approved by

Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
9/25/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance/resolution/cooperative agreement:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CELEBRITY OF MORRISTOWN, LLC D/B/A BEYER CJDR FOR THE PURCHASE OF FORD F450 YARD DUMP TRUCKS WITH SNOW PLOWS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.

2. Name and title of person initiating ordinance/resolution, etc.:

Michael Razzoli, Director of the Department of Public Works for the Division of Automotive Maintenance.

3. Concise description of program, project or plan proposed in the ordinance/resolution:

There exists a need for Five (5) Ford F450 Yard Dump Trucks with Snow Plows.

4. Reasons (need) for the proposed program, project, etc.:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CELEBRITY OF MORRISTOWN, LLC D/B/A BEYER CJDR FOR THE PURCHASE OF FORD F450 YARD DUMP TRUCKS WITH SNOW PLOWS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.

5. Anticipated benefits to the community:

There exists a need for Five (5) Ford F450 Yard Dump Trucks with Snow Plows.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):

The cost of this state contract three hundred and eighteen thousand six hundred and ninety five dollars and zero cents (\$318,695.00).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

ASAP

9. Person responsible for coordinating proposed program, project, etc.:

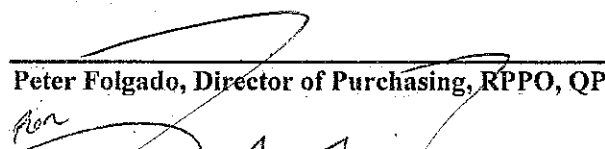
Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

Peter Folgado, Director of Purchasing, RPPO, QPA Date: 10/28/13

  
Signature of Department Director

9/27/13  
Date:

**CERTIFICATION OF MICHAEL E. RAZZOLI**

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO CELEBRITY OF MORRISTOWN, LLC D/B/A BEYER CJDR FOR THE PURCHASE OF FORD F450 YARD DUMP TRUCKS WITH SNOW PLOWS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.**
3. The total funds requested for this state contract is \$318,695.00.
4. The funds are available in Automotive Capital Account No. 04-215-55-847-990.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: \_\_\_\_\_

9/27/13



Michael E. Razzoli  
Director of Department of Public Works



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

## PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER  
**111305**

OTHER NUMBER MUST APPEAR ON ALL INVOICES  
CORRESPONDENCE IS BY FAX AND MAIL

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

REQUISITION # **0163291**  
BUYER **STATECONT**

DATE	VENDOR NO.
09/25/2013	CE101130

### VENDOR INFORMATION

CELEBRITY OF MORRISTOWN, LLC  
D/B/A: BEYER CJDR  
200 RIDGEDALE AVENUE  
MORRISTOWN NJ 07962

DELIVER TO  
**AUTOMOTIVE**  
**575 ROUTE 440**

**JERSEY CITY NJ 07305**

BILL TO  
**AUTOMOTIVE**  
**575 ROUTE 440**  
**JERSEY CITY NJ 07305**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
2.00	EA	OPTIONS  T-2102: VEHICLES, TRUCKS, CLASS 4, UTILITY DUMP WITH SNOW PLOW OPTION  SC A83560  RESO _____, APPROVED _____  BUILDINGS & STREET MAINTENANCE	04-215-55-847-990	36,624.0000	73,248.00
2.00	EA	FORD F450 VEHICLE 2014 FORD F450 FIVE (5) YARD DUMP TRUCK W/CENTRAL HYDRAULIC SYSTEM, 9FT SNOW PLOW 200 GAL BRINE TANK AND DISPENSER INSTALLED ON SS DUMP BODY OR A/E	04-215-55-847-990	27,178.0000	54,356.00

TAX EXEMPTION NO. **22-6002013**

**PO Total** **127,604.00**

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**

Requisition #
0163291

**CITY OF JERSEY CITY**  
1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Assigned PO #

*Stop*  
*09/09/13*

**Requisition**

**Vendor**  
CELEBRITY OF MORRISTOWN, LLC  
D/B/A: BEYER CJDR  
200 RIDGEDALE AVENUE  
MORRISTOWN NJ 07962  
CE101130

**Dept. Bill To**  
AUTOMOTIVE  
575 ROUTE 440  
JERSEY CITY NJ 07305

**Dept. Ship To**  
AUTOMOTIVE  
575 ROUTE 440  
JERSEY CITY NJ 07305

**Contact Info**  
Tracy  
0000000201



Quantity	UOM	Description	Account	Unit Price	Total
2.00	EAC	VEHICLE PURCHASE	04-215-55-847-990	.00	.00
TWO(2) 2014 FORD F450 FIVE (5) YARD DUMP TRUCK WITH CENTRAL HYDRAULIC SYSTEM, 9FT SNOW PLOW 200 GALLON BRINE TANK AND DISPENSER INSTALLED ON STAINLESS STEEL DUMP BODY OR APPROVED EQUAL.					
STATE CONTRACT #A83560					
SEE ATTACHED STATE CONTRACT/SPECIFICATION PRICE \$63,802.00 PER VEHICLE					
BUILDINGS & STREET MAINTENANCE					

DPW/FISCAL OFFICE  
2013 SEP -9 A 11:39

*9/9/13*

*[Signature]*

Requisition Total .00

Req. Date: 09/05/2013

Requested By: TRACY

Buyer Id:

Approved By: *[Signature]*

*SP*  
*09/09/13*

**This Is Not A Purchase Order**

# Account Inquiry Details

Exit Help Print Preferences

## \*\* Budget Account \*\*

Fund **4** GENERAL CAPITAL  
 G/L **215** IMPROVEMENT AUTHORIZ  
 Cnfr **55** OTHER LIABILITIES  
 Subsidiary **847** ACQ NEW AUTO. VEH  
 Line Item **990** FUNDED  
 Sort Code **40** PUBLIC WORKS DEPT

Budget Amount **00.**  
 Revised Budget **887,140.00**  
 Beginning Balance **887,140.00**  
 Prior YTD Expended **275,582.38**  
 Curr. YTD Expended **67,147.75**  
 Open Encumbered **473,092.25**  
 Ending Balance **71,317.62**

Year/Period **2013 / 8** ☐ View in Ascending Order  
☒ View in Descending Order

Chg. Year/Period  **/**

New Acct

Previous >

< Next

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cr.	Per.	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	2	2/27/2013	108416	ZOLAND CORP	R/O1478		873.69	.00
VR	2	2/13/2013	108418	PLAZA AUTO BODY	*		11,328.76	.00
JE	1	1/22/2013				Void Ck#: 0457932	.00	13,704.34
VP	1	1/22/2013		ZOLAND CORP		VDCK 457932	13,704.34	.00
VR	1	1/23/2013	108397	HY-WAY TOWING	*		11,459.42	.00
VR	1	1/09/2013	108419	JACK'S SERVICE G	*		14,991.54	.00
VR	1	1/09/2013	108416	ZOLAND CORP	*		13,704.34	.00
VR	1	1/09/2013	108417	AGM TRANSMISSI	*		14,790.00	.00

Print Account

View Open Enc

View Lgl Line



3:36 PM  
9/25/2013





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	BEYER OF MORRISTOWN LIMITED LIABILITY COMPANY
<b>Trade Name:</b>	BEYER CHRYSLER JEEP DODGE RAM
<b>Address:</b>	200 RIDGEDALE AVE MORRISTOWN, NJ 07960-4089
<b>Certificate Number:</b>	1648976
<b>Effective Date:</b>	June 28, 2011
<b>Date of Issuance:</b>	September 25, 2013

**For Office Use Only:**

20130925160201449

9/4/2013



# BEYER FORD

170 Ridgedale Ave.  
Morristown, NJ 07936

Quote

0163291

To:

From:

Coert Seely

31 Williams Parkway  
East Hanover, NJ 07936

Phone/Fax: (973) 463-3065 / (973) 884-2100

**2014 FORD F-450 4WD REG CAB 141" WB 60" CA XL**

**STATE OF NEW JERSEY**

**CONTRACT # A83560**

- 6.8L SOHC EFI Triton 30-valve V10 engine
- TorqShift 5-speed automatic transmission w/OD
- 4.88 axle ratio (REQ: 99Y Engine)
- Stationary elevated idle control (SEIC)
- Manual transfer case & hubs
- Four wheel drive
- 78 amp/hr 750 CCA battery
- 175-amp HD alternator
- 7-wire trailer tow harness
- (2) front tow hooks
- 141" wheelbase
- Mono-beam front axle w/coil spring suspension
- Rear auxiliary springs
- HD gas shock absorbers
- Front/rear stabilizer bars
- Dual rear wheels
- Pwr steering w/steering damper
- Pwr 4-wheel disc brakes w/hydro boost
- (40) gallon aft-axle fuel tank
- 19.5" argent painted steel wheels
- Black painted steel front bumper
- Front fender vents
- Black painted grille
- Dual beam jewel headlights
- 3-blink lane change signal
- Manual telescoping trailer tow mirrors
- Solar tinted glass
- Fixed rear window
- Variable intermittent windshield wipers
- AM/FM stereo -inc: digital clock, (2) speakers
- HD vinyl 40/20/40 split bench seat
- Manual driver lumbar support
- Black vinyl full floor covering
- Color-coordinated scuff plates
- Black vinyl steering wheel
- Instrumentation
- Oil minder system
- Inside hood release
- Dash-top tray
- Color-coordinated instrument panel
- Auxiliary pwr point
- Dual front grab handles
- Front passenger roof ride handles
- Color-coordinated molded cloth headliner
- 11.5" day/night rearview mirror
- Color-coordinated door trim panel
- Color-coordinated vinyl sun visors
- Door activated dome lamp w/delay, I/P switch operation
- Dual map lights
- Dual color-coordinated coat hooks
- Engine only traction control
- Anti-lock braking system (ABS)
- Driver/front passenger frontal, side & curtain airbags
- Passenger side airbag deactivation switch
- Color-coordinated 3-point safety belts
- Child tethers on all passenger seats
- SOS post crash alert system
- Dual-note electric horn

Price for Base Vehicle \$ 27,178.00

9/4/2013

## Options for F-450

4.88 Axle Ratio w/ Limited Slip	\$	360.00
225/70R19.5G (2) Front All-Season & (4) Rear Traction BSW Tires	\$	350.00
Power Equipment Group	\$	895.00
Trailer Tow Package	\$	155.00
Snow Plow Prep Package	\$	85.00
Roof Clearance Lights	\$	155.00
(4) Upfitter Switches	\$	125.00
Timberance Load Boosters in Front	\$	425.00
Rust Proof and Undercoat	\$	490.00
Dome Light	\$	158.00
Back Up Alarm	\$	175.00
Trailer Plug	\$	185.00
Airflo 3-4YD 9' Steel Dump Body w/ Stone Shields	\$	6,597.00
Lin-X Bed of Truck	\$	1,600.00
(4) D- Rings in Body	\$	200.00
Tarp and Roller	\$	400.00
6 Amber LED Light Kit (2- Rear Post / 2- Cab Shield / 2 - Grill)	\$	1,090.00
Clutch Pump w/ Valve Tank Combo & Electric Controls for Double Acting Hoist and Spreader	\$	2,395.00
Valve Tank. Enclosure D/A Hoist w/ 500 PSI Down Port Relief Power Beyond for Brine Pump	\$	4,985.00
Hitch Plate w/ Combo Pintle	\$	650.00
750 Gallon Brine Tank w/ Hydro Pump, 3 Lane Spray Boom and Cab Controls	\$	9,585.00
Black Cab Steps	\$	469.00
Meyers 9' Snow Plow	\$	5,095.00
<b>Total</b>	<b>\$</b>	<b>36,624.00</b>
<b>Budget Total</b>	<b>\$</b>	<b>63,802.00</b>

Quote is good for 60 Days

To accept this quotation, sign here and return: \_\_\_\_\_

**Patricia Vega**

---

**From:** Coert Seely [cseely@beyer-warnockfleet.com]  
**Sent:** Monday, September 16, 2013 1:38 PM  
**To:** Patricia Vega  
**Subject:** RE: Opts under State Contract

Everything is included Thank You Coert

---

**From:** Patricia Vega [mailto:VegaP@icnj.org]  
**Sent:** Monday, September 16, 2013 12:37 PM  
**To:** cseely@beyer-warnockfleet.com  
**Cc:** Peter Folgado; Hector Ortiz; Silendra Baijnauth; Tracy Stevens  
**Subject:** Opts under State Contract  
**Importance:** High

Good afternoon,

Please confirm if the options are included in the state contract pricing.

Please reply as soon as possible.

Thank you!

Patricia M Vega  
Principal Buyer, RPPS  
Division of Purchasing  
1 Journal Square Plaza 2nd Fl.  
Jersey City, NJ 07306

[VegaP@icnj.org](mailto:VegaP@icnj.org)  
Direct: 201.547.4278/Fax:6585

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**Patricia Vega**

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**Subject:** Opts under State Contract  
**Attachments:** Opts\_0163356.pdf; Opts\_0163291.pdf; Opts\_0163303.pdf  
  
**Importance:** High

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Thank you!

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State of New Jersey

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T-Number	Title	Vendor	Contract #
<a href="#">T2099 13-x-22880</a>	VEHICLES, TRUCKS, PICKUP, CLASS 1	CELEBRITY CHRYSLER JEEP	83516
<a href="#">T0106 12-x-21817</a>	POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE	CELEBRITY FLEET OPERATIONS LLC	81346
<a href="#">T2102 13-x-22883</a>	VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP, WITH SNOW PLOW OPTION	CELEBRITY FORD	83560
<a href="#">T0099 13-x-22674</a>	VEHICLES, AUTOMOBILES, SEDANS/STATION WAGON/CROSSOVER	CELEBRITY FORD	83035
<a href="#">T2007 13-x-22721</a>	VEHICLES, SPORT UTILITY (SUV)	CELEBRITY FORD	83013
TOP			

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— Division of Purchase and Property —

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**Notice of Award  
Term Contract(s)****T-2102  
VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP,  
WITH SNOW PLOW OPTION**

Instructions/Specifications
Vendor Information
By Vendor
By Item
RFP Documents
Email to MANAN DESAI

**Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if  
necessary to view all documents)**Download All Documents

- [Section 1 2013 Ford F450 XL Reg Cab Chassis 141 W 2WD Adobe PDF \(280 kb\)](#)
- [Section 2 2013 Ford F450 XL Reg Cab Chassis 141 W 4WD Adobe PDF \(281 kb\)](#)
- [Section 3 2013 Ford F450 XL Crew Cab Chassis 176 WB 2WD Adobe PDF \(282 kb\)](#)
- [Section 4 2013 Ford F450 XL Crew Cab Chassis 176 WB 4WD Adobe PDF \(282 kb\)](#)
- [State Contract Manager Adobe PDF \(71 kb\)](#)
- [Master Notification Link](#)

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**NOAs By Number****NOAs By Title****Search NOAs**

<b>Index #:</b>	T-2102
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 02/13/13 TO: 02/12/14

<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22883
<b>Bid Open Date:</b>	01/15/13
<b>CID #:</b>	1040885
<b>Commodity Code:</b>	072-04
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
PO Box 230  
Trenton, NJ 08625  
(609) 984-7047

**In the event of an emergency, contact the following in the order listed:**

MANAN DESAI	PROCUREMENT SPECIALIST	609-984-6237
MANAN DESAI	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6237
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	<b>PUB DATE:</b>	<b>06/27/13</b>

**INSTRUCTIONS/SPECIFICATIONS****VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	CELEBRITY FORD D/B/A BEYER FORD 170 RIDGEDALE AVE MORRISTOWN, NJ 07962
<b>Contact Person:</b>	BARBARA M BEYER
<b>Contact Phone:</b>	973-644-3200
<b>Order Fax:</b>	973-884-2650
<b>Contract#:</b>	83560
<b>Expiration Date:</b>	02/12/14
<b>Terms:</b>	NONE
<b>Delivery:</b>	22 WEEKS ARO



<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	CHAS S W INNER INC DBA W INNER FORD 250 BERLIN ROAD CHERRY HILL, NJ 08034
<b>Contact Person:</b>	MICHAEL DRAHUSCHAK
<b>Contact Phone:</b>	856-427-2792
<b>Order Fax:</b>	856-428-4718
<b>Contract#:</b>	83559
<b>Expiration Date:</b>	02/12/14
<b>Terms:</b>	NONE
<b>Delivery:</b>	150 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	DFFLM LLC 215 ROUTE 202 & 31 FLEMINGTON, NJ 08822
<b>Contact Person:</b>	STEVEN TREBLE
<b>Contact Phone:</b>	908-782-3673
<b>Order Fax:</b>	908-782-7305
<b>Contract#:</b>	83561
<b>Expiration Date:</b>	02/12/14
<b>Terms:</b>	NONE
<b>Delivery:</b>	150 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

CONTRACT ITEMS/SERVICES BY VENDOR					
<b>Vendor:</b> CELEBRITY FORD D/B/A BEYER FORD			<b>Contract Number:</b> 83560		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 072-04-073523 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: TRUCK, CAB AND CHASSIS, CLASS 4, REGULAR CAB, TO ACCOMMODATE 8/9 FT. BODY, 4WD, AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)	12.000	EACH	N/A	\$27178.00000

	BRAND: 2014 FORD MODEL: F-450 XL DRW 4WD REGULAR CAB, MANUFACTURER'S BODY CODE: F4H WITH 650A PACKAGE (INCLUDES AIR CONDITIONING) AND 425 (50- STATE EMISSIONS), 99Y (6.8L V10 ENGINE) AND 44T (5-SPEED AUTOMATIC TRANSMISSION) OPTION CODES.  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 072-04-073524 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: OPTION: 9 FT. UTILITY BODY, AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)  BRAND: STAHL MODEL: CST110VVD-52.5  INSTALLER: MONMOUTH TRUCK EQUIPMENT  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	2.000	EACH	N/A	\$5250.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 072-04-073526 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: OPTION: MASTER BAR LOCKING SYSTEM, AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)  INSTALLER: MONMOUTH TRUCK EQUIPMENT  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	N/A	\$310.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 072-04-073527 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: OPTION: 8/9 FT. DUMP BODY, 3 -4 CU. YD., AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)	9.000	EACH	N/A	\$5987.00000

	BRAND: RUGBY MODEL: ELIMINATOR DU9-4 3 - 4 CU. YD.  INSTALLER: MONMOUTH TRUCK EQUIPMENT  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 072-04-073528 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...)]  ITEM DESCRIPTION: OPTION: 9 FT. SNOW PLOW WITH VEHICLE MANUFACTURER'S SNOW PLOW PREPARATION PACKAGE, AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)  BRAND: BOSS MODEL: SD9.0  (INCLUDES 473 - SNOW PLOW PREP PACKAGE OPTION CODE)  INSTALLER: MONMOUTH TRUCK EQUIPMENT  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	5.000	EACH	N/A	\$3669.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 072-04-073529 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...)]  ITEM DESCRIPTION: OPTION: CLASS IV TOWING HITCH, AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)  INSTALLER: MONMOUTH TRUCK EQUIPMENT  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	N/A	\$265.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 072-04-073530 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...)]  ITEM DESCRIPTION: OPTION: TOWING WIRING HARNESS, AS SPECIFIED IN THE RFP.	1.000	EACH	N/A	NO CHARGE

	(SECTION 2, T-2102)				
	INSTALLER: FORD				
	SHIP TO: RP1				
	STATEWIDE (PB RELEASE ORDERS)				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 072-04-073617 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2102)  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	10.00%	N/A
<b>Vendor:</b> CHAS S W INNER INC DBA W INNER FORD		<b>Contract Number:</b> 83559			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 072-04-073516 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: TRUCK, CAB AND CHASSIS, CLASS 4, REGULAR CAB, TO ACCOMMODATE 8/9 FT. BODY, 2WD, AS SPECIFIED IN THE RFP. (SECTION 1, T-2102)  BRAND: 2014 FORD MODEL: F-450 XLDRW 2WD REGULAR CAB, MANUFACTURER'S BODY CODE: F4G WITH 650A PACKAGE (INCLUDES AIR CONDITIONING) AND 425 (50-STATE EMISSIONS), 99Y (6.8L V10 ENGINE) AND 44T (5-SPEED AUTOMATIC TRANSMISSION) OPTION CODES.  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	20.000	EACH	N/A	\$24558.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 072-04-073517 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: OPTION: 9 FT. UTILITY BODY,	4.000	EACH	N/A	\$4640.00000

**Mike Razzoli, Director**  
**Dept. of Public Works**

**CITY OF JERSEY CITY**  
**Department of Public Works**  
**Div. of Automotive Maintenance**  
575 Route 440  
Jersey City, New Jersey 07305

**Hector Ortiz Dir.**  
**Div. of Automotive**

**Two (2) 2014 Ford F450 Five (5) Yard Dump Truck with Central Hydraulic System, 9 FT Snow Plow, 200 gallon brine tank and dispenser installed on stainless steel Dump body or Approved Equal**  
**Under state contract Celebrity Ford fleet # A83560**

## **I. INFORMATION TO BIDDERS**

Each bidder represents that their proposal is based upon the specifications described in the bidding documents.

Where items are prescribed by a trade name or manufacture's model or catalog number, the named product shall be construed to read "or equivalent". If a bidder substitutes any item other than that named in these specifications, such item shall be the responsibility of the vendor. All information necessary to prove equivalency of the substituted item must be included with the proposal submitted at the bid reception. Failure to include this information with proposal will result in an automatic disqualification of the bid at the time of the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute.

If after review of all submitted materials, the substitution is deemed "not an equivalent" the bid will be rejected.

All items shall be accompanied by manufacture's instructions pertaining to installation, use and maintenance as applicable, so as to be suitable for the intended purpose or service in the proposed methods of construction. All items shall be used in strict accordance with manufacture's instruction, which will include instructions for appropriate reconditioning of existing or previously applied parts in a manner that will provide conditions to ensure satisfactory completed work.

## **II. TECHNICAL SPECIFICATIONS**

### **A. TRUCK CHASSIS**

#### **Frame**

1. 177" wheel base.
2. 84" cab to axle. Single frame rail made of high strength low alloy steel (80,000 PSI yield) 10.25" x 3.61" x .375". Double channel frame rails are not acceptable.
3. Nominal frame section modulus to be 15.94".
4. Minimum RBM strength to be 1,275,200.
5. All chassis cross members shall be huck bolt fastened.
6. Aerodynamic full width channel steel bumper.
7. 25,000 lb. GVWR as per factory manufactured specifications.

#### **Axles and springs**

##### **Front Axle**

1. Minimum capacity 8,000 lb. set back front axle with 40" bumper to axle dimension.
2. Minimum capacity 8,000 lb. tapered leaf parabolic front springs.
3. Hydraulic tubular front shock absorbers.
4. Wet oil bath wheel seals factory filled with synthetic lubrication.

##### **Rear Axle**

1. 17,500 lb. capacity single speed rear axle
2. Gear ratio 6.17 : 1
3. Rear axle factory filled with 75W - 90 synthetic lubrication.
4. 20,000 lb. capacity variable rate springs with 4,500 lb. auxiliary rubber springs.
5. Hydraulic tubular rear shock absorbers.

#### **Brakes**

1. ABS, full vehicle wheel control system, 4 channels.
2. 15.0" x 1.44" front rotors with dual 66mm piston calipers.
3. 15.0" x 1.44" rear rotors with dual 73mm piston calipers.
4. All brake linings shall be non asbestos material.
5. Dual piston master cylinder with integrated power booster, electric motor / pump and pressure differential valve. Primary power supplied by power steering pump.
6. Electric back up, "Drum in Hat" style, parking brake. 12.0" x 3.0" mounted on transmission or rear axle.

#### **Exhaust**

1. Single horizontal catalytic muffler with short tail pipe frame mounted on right side.

#### **Electrical**

1. Tow (2) 12 volt 650 CCA maintenance free batteries.
2. Leece Neville model 8LHA2054UAH 110 amp alternator with pad style mount.
3. Manual reset circuit breakers.
4. Low voltage, low current multiplexed wiring system with programmable electrical system controller.
5. Cigar lighter.
6. Dual electric horns.
7. Warning lights and alarms for the following functions:
  - a. low fuel
  - b. low oil pressure
  - c. low coolant level
  - d. high coolant temperature
  - e. low battery voltage
  - f. low windshield washer fluid
8. Aerodynamic Lexan composite headlamps with replaceable halogen bulbs.
9. Dome light

10. Dual dash mounted courtesy lamps to illuminate driver and passenger door entry way.
11. AM/FM/CD radio with:
  - a. weather band
  - b. clock
  - c. electric tune
  - d. multiple dual cone speakers
12. Factory pre-wiring for electric brake controller
13. Steering mounted stalk controls for:
  - a. high / low beam head lamps
  - b. turn signals
  - c. intermittent wipers
14. Headlamps programmed to turn on automatically, as per NJ State Regulations, when windshield wipers are turned on.
15. Factory installed body builder wiring at back of cab at frame with sealed connectors for:
  - a. Stop lights
  - b. Tail lights
  - c. Turn signals
  - d. Back up alarm
  - e. Accessory power / ground
16. 102 dba Preco Bac-a-larm.

#### **Power Steering**

1. Gear driven power steering pump.
2. Black two spoke 18" diameter steering wheel with thumb actuated air horn controls.
3. Ross TAS - 40 steering gear.
4. Adjustable steering column.

#### **Tilting Front End**

1. Three (3) piece designs constructed from fiberglass.
2. Left and right front fenders shall be replaceable independent of the top hood panel.
3. 80° degree minimum tilt angle.
4. Chrome grille.

#### **Engine**

1. 7.0 liter gas v 10
2. 215 HP @ 2,600 RPM.
3. 540 lb. / ft. torque @ 1,400 RPM.
4. Electro-Hydraulic injection system with single ECM.
5. Electronic speed control with dash mounted switch.
6. Heavy duty air cleaner.
7. Electronic data links for monitoring engine operation conditions using industry - standard electronic service tool.
8. Electronic hand throttle programmable speed control.
9. Viscous screw type fan drive.
10. 1,250 watt engine block heater.
11. Premium radiator and heater hoses fastened with Gates heat shrink clamps.
12. Aluminum 2 - row cross flow radiator. Permanent long life coolant included.

#### **Transmission**

1. Allison model 2500RDS
2. Five (5) forward speeds with overdrive.
3. Dash mounted electromechanical gear selector.
4. Factory filled with 100% mixture of Castrol Tran-Synd synthetic fluid.

#### **Fuel Tank Accessories**

1. 50 gallon D style steel fuel tank mounted on right side under cab.
2. Two (2) self cleaning steps shall be included with lower step no more than 16" off ground.
3. Fuel tank and all steps to be powder coat finished in black.

### **Cab**

1. 80" wide, all steel extended cab.
2. 134" BBC maximum.
3. 4 - Point cab mounting system.
4. Single piece door frames.
5. Interior mounted entry assist handles on each side of cab.
6. 2,074 square inch 1 - piece curved laminate windshield.
7. 57.3" minimum inside cab height from floor to ceiling.
8. Self contained high back driver's seat with air compressor.
9. Single passenger seat with integral head rest.
10. 3 - Man rear bench seat.
11. 3 - Point seat belts.
12. Factory installed air conditioning.
13. Dash mounted serviceable fresh air filter for cab interior.
14. Insulated black rubber floor mat.
15. 7.0" x 15.75" heated breakaway mirrors with 7.5" square heated convex heads.
16. 6.0" x 10.0" convex "look down" mirror mounted above passenger door.
17. Mirror brackets and heads powder coat finished in black.
18. Instrument panel gauges shall be capable of being independently removed and replaced without removing any other gauge from the front of the dash.
19. Low windshield wiper fluid sensor with dash mounted indicator
20. Thermal insulation package to include:
  - a. dash insulator
  - b. engine cover insulator
21. Gauges including:
  - a. speedometer
  - b. tachometer
  - c. hour meter
  - d. oil pressure
  - e. water temperature
  - f. transmission temperature
22. Gauge cluster with electronic display of:
  - a. odometer
  - b. hour meter
  - c. trip miles
  - d. trip hours
  - e. Diagnostic fault code read out.
23. Tinted windows.

### **Tires and Wheels**

1. Goodyear G149 10R22.5F 12 - ply on the front mounted on 7.5" x 22.5" hub piloted disc wheels on highway tread.
2. Goodyear G124 10R22.5 12 - ply on the rear mounted on 7.5" x 22.5" hub piloted wheels on / off road traction tread.

### **Paint**

1. Truck to be painted Sikkens #5218 Woodland Green.
2. Frame to manufacture standard black.
3. Interior to be Pearl Grey vinyl.

### **Warranty information**

1. Two (2) years / unlimited mileage, 100% parts and labor, on complete truck chassis including towing.
2. Diesel engine covered for Eight (8) years / 100,000 mile warrantee for:
  - a. turbocharger
  - b. injectors
  - c. ECM
3. Chassis / frame covered for Seven (7) years / unlimited mileage, 100% parts and labor.
4. Five (5) years / unlimited mileage against corrosion on cab.



**Bidder Qualifications**

1. Bidder must be factory authorized truck chassis dealer for the equipment being bid.
2. Bidder must be licensed by the State of New Jersey, for the sale of motor vehicles.

**Delivery**

1. Forty-Five (45) days from award of contract.

**B. 5 YARD DUMP BODY****Dump Body Design and Dimensions**

1. Tailgate to be removed.
2. Body painted to match.
3. Dimensions:
  - a. body Length – 120"
  - b. inside body width – 84"
  - c. overall body width – 96"
  - d. side height – 26"

**Understructure**

1. Longitudinals to be 7" structural channel.
2. Cross members to be 4" channel on 12" centers including extreme front and rear of body.

**Floor**

1. Minimum 8 gauge, 50,000 yields with a minimum of Ten (10) 4" structural cross members with 2" floor radius.
2. 1 – Piece construction with no floor to side beams, no exceptions.

**Street Side**

1. Rigid mount double wall reinforced dirt shedding design.

**Side Braces**

1. Boxed side braces. Three (3) on each side including front vertical made with 10 gauge with 6" wide vertical face 3 – 3/4" deep.

**Top Rail**

1. Boxed top rail with 45° angle dirt shedding top.

**Bottom Rail**

1. Slopped dirt shedder 5" at 45° angle.

**Corner Posts****Front and Rear Post**

1. 10 gauge fully boxed steel with 16" minimum vertical face rear and 6" vertical face front.

**Sideboard Pockets**

1. Integral to front and rear corner posts and minimum of 10".
2. Rear gussets shall be height of tailgate.
3. Front gussets shall extend ½ height of cab shield.

**Head Sheet**

1. Thickness shall be 10 gauges steel with a formed V bend full width 1-1/2" wide x 1-1/4" deep.

**Cab Shield**

1. Minimum of 22-1/2".

### **Tailgate**

1. None

### **Miscellaneous Items**

1. 3/16" stone shields ahead of wheels mounted to bottom of body.
2. Lights and reflectors to meet NJ DOT standards.
3. Body side lights are to be rubber mounted with Lexan lenses and be completely weather proof. All LED.
4. Body reflectors as per NJ DOT standards to be non-rusting and fastened or integrated into lighting.
5. All wiring to be enclosed in tubing and laced through channels for protection.

### **Hoist Type**

1. Double arm underbody scissor style (made and supplied by same manufacturer).
2. Double acting single cylinder.
3. 2" chrome plated piston rod with 23" stroke.
4. 50° dump angle minimum.
5. Must be certified NTEA approved.
6. NTEA Class 50.
7. 17 – Ton capacity.
8. Warranted for Two (2) years.

### **Hoist Frame**

1. Sub-frame to be full length 3/16" wall 2-1/2" x 3-1/2" rectangular steel tubing.

### **Hoist Mounting**

1. Bolted to chassis by mounting plates welded to hoist long member.
2. Mounting plates positioned:
  - a. One (1) at the front cross member
  - b. One (1) at trunion cross shaft
  - c. One (1) at rear angle (the load bearing points of the hoist)

## **C. CENTRAL HYDRAULIC SYSTEM**

### **Pump**

1. Electric clutch pump type mounted to chassis engine. (Reference Harper Industries Deweze Pump / Mount kit.)
2. Double pulley design or serpentine 12 – volt electro magnetic clutch pump.
3. Rocker style actuating switch, with indicator light, cab mounted on dash.
4. Cast iron construction with tapered input shaft supported by roller bearings.
5. Custom heavy duty fan belt pump brackets and crankshaft pulleys.. Mounting bracket shall pivot for easy belt tensioning utilizing an adjustment screw mechanism. A double system to be used.
6. Spring loaded idler pulley, if necessary, for tensioning and reducing belt wear.

\* Transmission mount is unacceptable.

### **Hydraulic Valves**

1. Supplied valves shall operate:
  - a. dump body
  - b. plow lift
  - c. plow angle
  - d. salt / sand spreader
2. Working pressure not to exceed 2,000 PSI.
3. Valves to be sectional body directional and have a capacity of 30 GPM with a continuous operating work pressure of 3,500 PSI.
4. Valve bank to be mounted on frame rail of chassis outside cab with push – pull cables for in cab control.

### **Cable Controls**

1. Morse single axis remote.
2. Marine grade low friction construction with Teflon and Nylon wear surfaces. Bonneted and weather proofed at valve connection.
3. 5/16" diameter rod with stainless steel support tubes and inner members.
4. 400# load capacity rating minimum.
5. 5" bend radius.

### **Hydraulic Reservoir**

1. 20 gallon capacity minimum.
2. Constructed of 12 gauge steel.
3. Baffled.
4. Magnetic drain plug.
5. Lockable Protecto-Seal cap.
6. Suction strainer with a 2" minimum NPTF outlet.
7. 5" diameter minimum clean out port.
8. In tank 10 micron return filter.

\* Hydraulic reservoir incorporating an Integral valve enclosure that is part of the hydraulic tank is unacceptable.

### **Hydraulic Lines and Plumbing**

1. All hydraulic lines, pipes, hoses and fittings shall be sufficient capacity to accommodate the volume of oil required without producing undue heating or turbulence in the system.
2. 2" suction line with a minimum SAE rating of 100-R4 between the reservoir and inlet of the pump required. This suction line shall be secured on both ends by heavy duty banding straps. Radiator hose clamps are unacceptable.
3. High pressure line from pump to valve 1" minimum.
4. All pressure hoses, including signal sensing line to pump, to have swivel fittings on both ends with a minimum SAE rating of 100-R2.
5. Return lines and the case drain line must have minimum SAE rating of 100-R1.
6. Hydraulic lines to be routed to minimize interference with equipment and chassis components requiring periodic servicing.
7. Support brackets, grommet and tie wraps shall be used to protect lines from abrasion, cutting and impact damage.
8. Hoses shall not be installed near manifold or exhaust pipe or other sources of extreme heat.
9. No pipe fittings to be used with high pressure lines.
10. All hydraulic quick disconnect couplings used on spreader and snow plow reversing system to be bulk head mounted style and be rigidly attached without the use of any hose clamp arrangements. (Loose hose ends are not acceptable.)
11. Dust cap for male ends and dust plug for female ends must be attached to couplers.
12. Maximum allowable distance between support clamps on hydraulic hoses is 24".

### **Quick Disconnects**

1. Spreader hydraulic lines to run to rear of body, mounted on bulk head type steel plate with no loose ends.
2. Parker 6100 Series male and female couplers.

### **Filtration**

10 micron filter in the return line of the reservoir.

Filter assembly must have 25 PSI bypass and an element condition indicator.

### **Installation**

1. Hoses, fittings and quick disconnect coupling to conform to SAE standards.
2. Hoses sized for minimum restriction under generally accepted practices and have swivel fittings on both ends.
3. Hose assemblies will protect against chaffing and extreme heat and held by accepted clamping methods.
4. Lines under system pressure to terminate in JIC or ODT fittings.

## **D. SNOW PLOW**

### **Plow Moldboard**

1. Moldboard assembly for Western Heavy Weight 10" plow.
2. 10' long.
3. 33" high.
4. 7 - Gauge steel formed to a 21" radius with top curl reinforcing.
5. Six (6) 1/4" thick x 2-1/2" formed, electrically welded to sheet and 1/2" x 3" x 3" reinforcing bottom angle.
6. Blade full moldboard trip to be 51°.
7. Cutting edge to be 1/2" x 6" high carbon steel C1080 punched per AASHO hole pattern and attached with grade 5 bolts.
8. Two (2) full rotation, height adjustable, austempered ductile iron shoes with integral 1" diameter shaft secured to blade with lynch pins. Shoe brackets to be welded to vertical ribs.
9. Six (6) trip springs to be 2-3/8" OD x .393" diameter C1060 hard drawn stress relieved wire preloaded with .625" x 4" eyebolts.
10. Two (2) 5" stroke shock absorbers to retard extension velocity and soften blade trip.
11. One (1) 1" diameter steel pin for blade trip pivot in reinforced hole.
12. Two (2) vinyl coated, spring wound blade guides with replaceable flags.
13. 30° left and right plow angle.

### **Plow A-Frame and Quadrant**

1. Reinforced electrically welded 3/8" x 3" x 3" structural steel side members with integral attachments for angling rams to receive 1" diameter pins.
2. Two (2) strands of lift chain made of grade 40, 1/4" high test steel with 2600# working load limit and attached with grade 8 bolts.
3. A-Frame to mount attachment shall be 26" on center with 1-1/32" holes in steel and a minimum thickness of 3/4" steel.
4. Plow stand shall be self storing and adjustable for easy mounting of plow to truck. Storage pin 1/2" diameter and lock pin 5/8" diameter.
5. Quadrant electrically welded reinforced 3/8" x 3" x 3" structural steel angle with integral attachments for angling rams to receive 1" diameter pins.
6. A-Frame to quadrant angle pivot is 1" diameter grade 5 bolt.

### **Plow Lift Frame**

1. Provision for attachment out of front hydraulics and light kit.
2. Lift channel reinforced formed 7 gauge (.1793) steel.
3. Link arm attached to truck mounted by 1" x 3-1/4" grade 5 rivets.
4. Quick attachment to lift by electrically welded 1" pin and 5/32" hair pin cotter.
5. Two (2) 3/8" x 3" x 2-1/2" angle attached to A-Frame.

### **Plow Hydraulics**

1. To be taken off central hydraulic system.
2. Cushion valves set to 4,000 to 4,200 PSI relief.
3. Hoses shall be 1/2" steel braided SAE 100-R2
4. One (1) lift ram, 1-1/2" x 8" and Two (2) angling rams, 1-1/2" x 12" shall have a rod seal, a wiper ring and a gland nut.
5. Filter screen built into the port of acting cylinder.

### **Plow Lights**

1. Halogen dual beam headlamps plus Combination Park and turn signals with replaceable H13 bulbs. Mounted with Two (2) studs.
2. Lights and brackets to stay with plow when disconnected from vehicle.
3. No headlamp wires splicing required. Utilize vehicle specific pre-wired harness with plug in module.
4. Vehicle and plow lights automatically selected through isolation module relays system. One (1) plug for connection of headlamps.
5. HD Flasher.
6. Mounting Brackets.
7. FMVSS-108 compliant.

**Plow Mount**

1. Custom designed, electrically welded heavy duty structural steel. Readily adaptable to specific vehicles up to 27,000GVW class.
2. Attached to the truck chassis with minimum of grade 5 fasteners.
3. Vehicle, with mount, shall be FMVSS compliant or by manufacturer approval.
4. Two (2) 1" diameter x 3-1/2" hitch pins with loop handles and hair pin cotters for quick attachment of A-Frame to truck mount.

**Paint**

1. Blade to be made from shot blasted steel, cleaned with phosphate solution and have a baked on Red Polyester powder coating.

**Plow Removal**

1. Blade assembly, A-frame, quadrant and lift frame shall all be removed in 1 – step from vehicle as 1 – complete unit.

**Plow Lighting**

1. LED warning lights with a switch mounted in cab within reach of operator utilizing the chassis manufactures rocker switches. If no switches are provided by chassis the body up fitter must supply switches wither in dash of cab, if adequate room, or separate box with labels fro each function.
2. Dump body wiring shall incorporate a single sealed harness for each group cab corner that incorporates each lighting function including:
  - a. marker lights
  - b. stop / tail / turn lights
  - c. LED Strobe lights
  - d. reverse
  - e. work lights
3. All lighting shall terminate at the rear of the truck with a single sealed junction box.
4. Dump y to have LED stop / turn / tail lights mounted in rear of corner posts and recessed behind pintle plate or to outside pintle plate.
5. Self contained LED oval strobes shall be supplied as follows:
6. Four (4) LED heads in cab shield; Two (2) on front and One (1) on each side
7. Two (2) LED heads in the rear corner posts.
8. No power supply box required.

**Accessories**

1. Stainless steel dump body
2. Stainless steel salt spreader mounted
3. Stainless steel body construction
4. 9 ft western snowplow mounted

## **F. DUMP THROUGH LIFTGATE**

### **Description**

1. Dump through design with removable aluminum platform. (Reference Ultron Model DT1636-AL).

### **Lifting System**

1. Heavy duty rail type system roller chain drive.
2. Load must lift straight up and down for load stability.
3. 1,600 lb. load capacity minimum.

### **Hydraulics and Operator**

1. Hydraulic power unit to be 100% weather sealed with pressure compensated flow control for smooth operation.
2. Controls shall be weather sealed electronic controls mounted in rear of unit and controlled by a sealed marine type toggle switch.
3. Unit protected with a master disconnect and 135 amp circuit breaker.

### **Platform**

1. Aluminum tread plate.
2. 89" x 36" with a 6" ramp.
3. Shall incorporate easy pull pins for quick conversion from lift to dump.
4. Dual latching and positive lock safety pins.
5. Warranted for minimum Three (3) years.

### III. BID INFORMATION & PRICE SHEET

Factory authorized representative for components bid YES \_\_\_\_\_ NO \_\_\_\_\_

Manufacturers standardized maintenance / repair manuals supplied YES \_\_\_\_\_ NO \_\_\_\_\_

Manufacturer's statement of warranty supplied YES \_\_\_\_\_ NO \_\_\_\_\_

Make, Model & Year of vehicle bid: \_\_\_\_\_

Best availability date of completed vehicle: \_\_\_\_\_

Total bid for completed vehicle: \_\_\_\_\_

#### Notes to Bidder

1. The Extended Cost for each item shall be the Unit Cost multiplied by the Quantity for that item.

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: **THREE (3) 2014 FIVE (5) YARD DUMP TRUCK WITH CENTRAL HYDRAULIC SYSTEM, 9 FT SNOW PLOW , WITH SALT SPREADER MOUNTED** or approved equal from \_\_\_\_\_ through \_\_\_\_\_.

To the Municipal Council of Jersey City  
COUNCIL MEMBERS: \_\_\_\_\_ will contract to  
{according to plans and Specifications for the same in the office of PURCHASING for the following prices, viz.;

Prices to be quoted as total amount all units

Item	Quantity	Description	Unit Cost	Extended Cost
1.	2	2014 Ford F450 5 yard dump truck with central hydraulic system, snow plow, with 200 gallon brine tank and dispenser installed	\$	\$
TOTAL COST				\$

( ↑ Total Bid In Written Words ↑ )

All quotations must be typewritten or written in ink. Pencil quotations will automatically render the bid invalid. This bid must be accompanied by a bond or certified check for ten percent (10%) of the total amount of the bid. Bond must be from some surety company authorized to do business in the State of New Jersey.

COMPANY NAME

NAME

ADDRESS

ADDRESS

DATE



# CITY OF JERSEY CITY

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

## PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER  
**111306**

REQUISITION # **0163303**  
BUYER **STATECONT**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

DATE	VENDOR NO.
09/25/2013	CE101130

### VENDOR INFORMATION

**CELEBRITY OF MORRISTOWN, LLC**  
D/B/A: BEYER CJDR  
200 RIDGEDALE AVENUE  
MORRISTOWN NJ 07962

**DELIVER TO**  
**AUTOMOTIVE**  
**575 ROUTE 440**

**JERSEY CITY NJ 07305**

**BILL TO**  
**AUTOMOTIVE**  
**575 ROUTE 440**  
**JERSEY CITY NJ 07305**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
3.00	EA	OPTIONS  T-2102: VEHICLES, TRUCKS, CLASS 4 UTILITY/DUMP W/SNOW PLOW OPTION  SC A83560  RESO _____, APPROVED _____  PARKS & FORESTRY	04-215-55-847-990	36,519.0000	109,557.00
3.00	EA	F450 VEHICLES 2014 FORD F450 FIVE YARD DUMP TRUCK W/CENTRAL HYDRAULIC SYSTEM, 9FT SNOW PLOW SSL SALT SPREADER MOUNTED WITH STAINLESS STEEL DUMP BODY OR A/E	04-215-55-847-990	27,178.0000	81,534.00
TAX EXEMPTION NO. 22-6002013					PO Total 191,091.00

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**



# RESOLUTION CHECKLIST

☒ **GOODS & SERVICES - NON BIDS**  
☐ **BIDS**

REQ NO. 0163303 AND 0163291

PO # 111305 AND 111306

DEPT/DIV: DPW

SUBJ: F450 TRUCKS

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement								X		
EEO/AA Compliance										
BRC/Validation								X		
Pay-to-Play, Political Contribution/B.E.D.								N/A		
Legislative Fact Sheet/ Determination of Value								X		

## BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution
Proposal Page/Amounts					
EEO/AA Compliance					
BRC/Validation					
Certification Regarding Suspension/Debarment					
Legislative Fact Sheet/ Determination of Value					

Notes:

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Requisition #

0163303

CITY OF JERSEY CITY  
1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Assigned PO #

## Requisition

Vendor  
CELEBRITY OF MORRISTOWN, LLC  
D/B/A: BEYER CJDR  
200 RIDGEDALE AVENUE  
MORRISTOWN NJ 07962  
CE101130Dept. Bill To  
AUTOMOTIVE  
575 ROUTE 440  
JERSEY CITY NJ 07305Dept. Ship To  
AUTOMOTIVE  
575 ROUTE 440  
JERSEY CITY NJ 07305Contact Info  
Tracy  
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
3.00	EAC	VEHICLE PURCHASE	04-215-55-847-990	.00	.00
		THREE (3) 2014 FORD F450 FIVE YARD DUMP TRUCK WITH CENTRAL HYDRAULIC SYSTEM, 9FT SNOW PLOW STAINLESS STEEL SALT SPREADER MOUNTED WITH STAINLESS STEEL DUMP BODY OR APPROVED EQUAL.			
		STATE CONTRACT #A83560			
		PRICE \$63,697.00 PER VEHICLE SEE ATTACHED STATE CONTRACT/SPECIFICATION			
		PARKS & FORESTRY			

DPW/FISCAL OFFICE  
2013 SEP - 9 A 11: 39

Requisition Total .00

Req. Date: 08/28/2013

Requested By: TRACY

Buyer Id:

Approved By: 

This Is Not A Purchase Order

SR  
09/09/13.

# Account Inquiry Details

Exit Help Print Preferences

## \*\* Budget Account \*\*

Fund **4** GENERAL CAPITAL  
 G/L **215** IMPROVEMENT AUTHORIZ  
 Cntr **55** OTHER LIABILITIES  
 Subsidiary **847** ACQ NEW AUTO. VEH  
 Line Item **990** FUNDED  
 Sort Code **40** PUBLIC WORKS DEPT

Budget Amount **00.**  
 Revised Budget **887,140.00**  
 Beginning Balance **887,140.00**  
 Prior YTD Expended **275,582.38**  
 Curr. YTD Expended **67,147.75**  
 Open Encumbered **473,092.25**  
 Ending Balance **71,317.62**

Year/Period **2013 / 9** ☐ View in Ascending Order  
☐ View in Descending Order

Chg. Year/Period **/ /**

New Acct

Previous >

< Next

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cr.	Per.	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	2	2/27/2013	108416	ZOLAND CORP	R/01478		873.69	.00
VR	2	2/13/2013	108418	PLAZA AUTO BODY	*		11,328.76	.00
JE	1	1/22/2013				Void Ck#: 0457932	.00	13,704.34
VP	1	1/22/2013		ZOLAND CORP		VDCK 457932	13,704.34	.00
VR	1	1/23/2013	108397	HY-WAY TOWING	*		11,459.42	.00
VR	1	1/09/2013	108419	JACK'S SERVICE G	*		14,991.54	.00
VR	1	1/09/2013	108416	ZOLAND CORP	*		13,704.34	.00
VR	1	1/09/2013	108417	AGM TRANSMISSI	*		14,790.00	.00

Print Account

View Open Enc

View Lgl. Line



3:35 PM  
9/25/2013



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	BEYER OF MORRISTOWN LIMITED LIABILITY COMPANY
<b>Trade Name:</b>	BEYER CHRYSLER JEEP DODGE RAM
<b>Address:</b>	200 RIDGEDALE AVE MORRISTOWN, NJ 07960-4089
<b>Certificate Number:</b>	1648976
<b>Effective Date:</b>	June 28, 2011
<b>Date of Issuance:</b>	September 25, 2013

**For Office Use Only:**

20130925160201449

9/4/2013



# BEYER FORD

170 Ridgedale Ave.  
Morristown, NJ 07936

Quote

0163303

To:

From:

Coert Seely

31 Williams Parkway

East Hanover, NJ 07936

Phone/Fax: (973) 463-3065 / (973) 884-2100

## 2014 FORD F-450 4WD REG CAB 141" WB 60" CA XL

### STATE OF NEW JERSEY

### CONTRACT # A83560

- 6.8L SOHC EFI Triton 30-valve V10 engine
- TorqShift 5-speed automatic transmission w/OD
- 4.88 axle ratio (REQ: 99Y Engine)
- Stationary elevated idle control (SEIC)
- Manual transfer case & hubs
- Four wheel drive
- 78 amp/hr 750 CCA battery
- 175-amp HD alternator
- 7-wire trailer tow harness
- (2) front tow hooks
- 141" wheelbase
- Mono-beam front axle w/coil spring suspension
- Rear auxillary springs
- HD gas shock absorbers
- Front/rear stabilizer bars
- Dual rear wheels
- Pwr steering w/steering damper
- Pwr 4-wheel disc brakes w/hydro boost
- (40) gallon aft-axle fuel tank
- 19.5" argent painted steel wheels
- Black painted steel front bumper
- Front fender vents
- Black painted grille
- Dual beam jewel headlights
- 3-blink lane change signal
- Manual telescoping trailer tow mirrors
- Solar tinted glass
- Fixed rear window
- Variable intermittent windshield wipers
- AM/FM stereo -inc: digital clock, (2) speakers
- HD vinyl 40/20/40 split bench seat
- Manual driver lumbar support
- Black vinyl full floor covering
- Color-coordinated scuff plates
- Black vinyl steering wheel
- Instrumentation
- Oil minder system
- Inside hood release
- Dash-top tray
- Color-coordinated instrument panel
- Auxillary pwr point
- Dual front grab handles
- Front passenger roof ride handles
- Color-coordinated molded cloth headliner
- 11.5" day/night rearview mirror
- Color-coordinated door trim panel
- Color-coordinated vinyl sun visors
- Door activated dome lamp w/delay, I/P switch operation
- Dual map lights
- Dual color-coordinated coat hooks
- Engine only traction control
- Anti-lock braking system (ABS)
- Driver/front passenger frontal, side & curtain airbags
- Passenger side airbag deactivation switch
- Color-coordinated 3-point safety belts
- Child tethers on all passenger seats
- SOS post crash alert system
- Dual-note electric horn

Price for Base Vehicle \$ 27,178.00

9/4/2013

## Options for F-450

4.88 Axle Ratio w/ Limited Slip	\$	360.00
225/70R19.5G (2) Front All-Season & (4) Rear Traction BSW Tires	\$	350.00
Power Equipment Group	\$	895.00
Trailer Tow Package	\$	155.00
Snow Plow Prep Package	\$	85.00
Roof Clearance Lights	\$	155.00
(4) Upfitter Switches	\$	125.00
Timberance Load Boosters in Front	\$	425.00
Rust Proof and Undercoat	\$	490.00
Dome Light	\$	158.00
Back Up Alarm	\$	175.00
Trailer Plug	\$	185.00
Airflo 3-4YD 9' Steel Dump Body w/ Stone Shields	\$	6,597.00
Lin-X Bed of Truck	\$	1,600.00
(4) D- Rings in Body	\$	200.00
Tarp and Roller	\$	400.00
6 Amber LED Light Kit (2- Rear Post / 2- Cab Shield / 2 - Grill)	\$	1,090.00
Clutch Pump w/ Valve Tank Combo & Electric Controls for Double Acting Hoist and Spreader	\$	2,395.00
15G Valve Tank Combo w/ Electric Solenoid Valves for D/A Hoist and Electric Spreader Controls	\$	5,895.00
Hitch Plate w/ Combo Pintle	\$	650.00
Airflo 9' 4.0 CU YD Stainless Steel Hopper Spreader w/ Dual Hydraulic Motors	\$	8,570.00
Black Cab Steps	\$	469.00
Meyers 9' Snow Plow	\$	5,095.00
<b>Total</b>	<b>\$</b>	<b>36,519.00</b>
<b>Budget Total</b>	<b>\$</b>	<b>63,697.00</b>

Quote is good for 60 Days

To accept this quotation, sign here and return: \_\_\_\_\_



State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2099 13-x <a href="#">-22880</a>	VEHICLES, TRUCKS, PICKUP, CLASS 1	CELEBRITY CHRYSLER JEEP	83516
T0106 12-x <a href="#">-21817</a>	POLICE AND HOMELAND SECURITY EQUIPMENT AND SUPPLIES - STATEWIDE	CELEBRITY FLEET OPERATIONS LLC	81346
T2102 13-x <a href="#">-22883</a>	VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP, WITH SNOW PLOW OPTION	CELEBRITY FORD	83560
T0099 13-x <a href="#">-22674</a>	VEHICLES, AUTOMOBILES, SEDANS/STATION WAGON/CROSSOVER	CELEBRITY FORD	83035
T2007 13-x <a href="#">-22721</a>	VEHICLES, SPORT UTILITY (SUV)	CELEBRITY FORD	83013
<a href="#">TOP</a>			



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State of New Jersey  
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award  
Term Contract(s)****T-2102  
VEHICLES, TRUCKS, CLASS 4, UTILITY/DUMP,  
WITH SNOW PLOW OPTION**

Instructions/Specifications
Vendor Information
By Vendor
By Item
RFP Documents
Email to MANAN DESAI

**Downloadable NOA Documents  
(Please utilize scroll bar on right side of box if  
necessary to view all documents)**Download All Documents

- [Section 1 2013 Ford F450 XL Reg Cab Chassis 141 W 2WD Adobe PDF \(280 kb\)](#)
- [Section 2 2013 Ford F450 XL Reg Cab Chassis 141 W 4WD Adobe PDF \(281 kb\)](#)
- [Section 3 2013 Ford F450 XL Crew Cab Chassis 176 WB 2WD Adobe PDF \(282 kb\)](#)
- [Section 4 2013 Ford F450 XL Crew Cab Chassis 176 WB 4WD Adobe PDF \(282 kb\)](#)
- [State Contract Manager Adobe PDF \(71 kb\)](#)
- [Master Notification Link](#)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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**NOAs By Number****NOAs By Title****Search NOAs**

<b>Index #:</b>	T-2102
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 02/13/13 TO: 02/12/14



<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Procurement Bureau Use:</b>	
<b>Solicitation #:</b>	22883
<b>Bid Open Date:</b>	01/15/13
<b>CID #:</b>	1040885
<b>Commodity Code:</b>	072-04
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
PO Box 230  
Trenton, NJ 08625  
(609) 984-7047

**In the event of an emergency, contact the following in the order listed:**

MANAN DESAI	PROCUREMENT SPECIALIST	609-984-6237
MANAN DESAI	PROCUREMENT SPECIALIST SUPERVISOR	609-984-6237
ROBERT SHARBAUGH	ASSISTANT DIRECTOR	609-777-0206
	<b>PUB DATE:</b>	<b>06/27/13</b>

**INSTRUCTIONS/SPECIFICATIONS****VENDOR INFORMATION**

<b>Vendor Name &amp; Address:</b>	CELEBRITY FORD D/B/A BEYER FORD 170 RIDGEDALE AVE MORRISTOWN, NJ 07962
<b>Contact Person:</b>	BARBARA M BEYER
<b>Contact Phone:</b>	973-644-3200
<b>Order Fax:</b>	973-884-2650
<b>Contract#:</b>	83560
<b>Expiration Date:</b>	02/12/14
<b>Terms:</b>	NONE
<b>Delivery:</b>	22 WEEKS ARO

<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	CHAS S W INNER INC DBA W INNER FORD 250 BERLIN ROAD CHERRY HILL, NJ 08034
<b>Contact Person:</b>	MICHAEL DRAHUSCHAK
<b>Contact Phone:</b>	856-427-2792
<b>Order Fax:</b>	856-428-4718
<b>Contract#:</b>	83559
<b>Expiration Date:</b>	02/12/14
<b>Terms:</b>	NONE
<b>Delivery:</b>	150 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	
<b>Vendor Name &amp; Address:</b>	DFFLM LLC 215 ROUTE 202 & 31 FLEMINGTON, NJ 08822
<b>Contact Person:</b>	STEVEN TREBLE
<b>Contact Phone:</b>	908-782-3673
<b>Order Fax:</b>	908-782-7305
<b>Contract#:</b>	83561
<b>Expiration Date:</b>	02/12/14
<b>Terms:</b>	NONE
<b>Delivery:</b>	150 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

CONTRACT ITEMS/SERVICES BY VENDOR					
<b>Vendor:</b> CELEBRITY FORD D/B/A BEYER FORD			<b>Contract Number:</b> 83560		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 072-04-073523 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: TRUCK, CAB AND CHASSIS, CLASS 4, REGULAR CAB, TO ACCOMMODATE 8/9 FT. BODY, 4WD, AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)	12.000	EACH	N/A	\$27178.00000

	BRAND: 2014 FORD MODEL: F-450 XLDRW 4WD REGULAR CAB, MANUFACTURER'S BODY CODE: F4H WITH 650A PACKAGE (INCLUDES AIR CONDITIONING) AND 425 (50- STATE EMISSIONS), 99Y (6.8L V10 ENGINE) AND 44T (5-SPEED AUTOMATIC TRANSMISSION) OPTION CODES.  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 072-04-073524 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: OPTION: 9 FT. UTILITY BODY, AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)  BRAND: STAHL MODEL: CST110VVD-52.5  INSTALLER: MONMOUTH TRUCK EQUIPMENT  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	2.000	EACH	N/A	\$5250.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 072-04-073526 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: OPTION: MASTER BAR LOCKING SYSTEM, AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)  INSTALLER: MONMOUTH TRUCK EQUIPMENT  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	N/A	\$310.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 072-04-073527 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: OPTION: 8/9 FT. DUMP BODY, 3 -4 CU. YD., AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)	9.000	EACH	N/A	\$5987.00000

	BRAND: RUGBY MODEL: ELIMINATOR DU9-4 3 - 4 CU. YD.  INSTALLER: MONMOUTH TRUCK EQUIPMENT  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 072-04-073528 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: OPTION: 9 FT. SNOW PLOW WITH VEHICLE MANUFACTURER'S SNOW PLOW PREPARATION PACKAGE, AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)  BRAND: BOSS MODEL: SD9.0  (INCLUDES 473 - SNOW PLOW PREP PACKAGE OPTION CODE)  INSTALLER: MONMOUTH TRUCK EQUIPMENT  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	5.000	EACH	N/A	\$3669.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 072-04-073529 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: OPTION: CLASS IV TOWING HITCH, AS SPECIFIED IN THE RFP. (SECTION 2, T-2102)  INSTALLER: MONMOUTH TRUCK EQUIPMENT  SHIP TO: RP1 STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	N/A	\$265.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 072-04-073530 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: OPTION: TOWING WIRING HARNESS, AS SPECIFIED IN THE RFP.	1.000	EACH	N/A	NO CHARGE

	(SECTION 2, T-2102)				
	INSTALLER: FORD				
	SHIP TO: RPI STATEWIDE (PB RELEASE ORDERS)				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 072-04-073617 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: VEHICLE MANUFACTURER'S PUBLISHED OPTION (FOR THE TRIM LINE AND MANUFACTURER'S BODY CODE BID FOR THE BASE VEHICLE) (SECTION 2, T-2102)  SHIP TO: RPI STATEWIDE (PB RELEASE ORDERS)	1.000	EACH	10.00%	N/A
Vendor: CHAS S W INNER INC DBA W INNER FORD					
Contract Number: 83559					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 072-04-073516 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: TRUCK, CAB AND CHASSIS, CLASS 4, REGULAR CAB, TO ACCOMMODATE 8/9 FT. BODY, 2WD, AS SPECIFIED IN THE RFP. (SECTION 1, T-2102)  BRAND: 2014 FORD MODEL: F-450 XL DRW 2WD REGULAR CAB, MANUFACTURER'S BODY CODE: F4G WITH 650A PACKAGE (INCLUDES AIR CONDITIONING) AND 425 (50- STATE EMISSIONS), 99Y (6.8L V10 ENGINE) AND 44T (5-SPEED AUTOMATIC TRANSMISSION) OPTION CODES.  SHIP TO: RPI STATEWIDE (PB RELEASE ORDERS)	20.000	EACH	N/A	\$24558.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 072-04-073517 [TRUCKS (INCLUDING, DIESEL, GASOLINE,...]  ITEM DESCRIPTION: OPTION: 9 FT. UTILITY BODY,	4.000	EACH	N/A	\$4640.00000

**Mike Razzoli, Director  
Dept. of Public Works**

**CITY OF JERSEY CITY  
Department of Public Works  
Div. of Automotive Maintenance  
575 Route 440  
Jersey City, New Jersey 07305**

**Hector Ortiz Dir.  
Div. of Automotive**

**Three (3) 2014 Ford F450 Five (5) Yard Dump Truck with Central Hydraulic System,  
9 FT Snow Plow, stainless steel salt spreader mounted with stainless steel Dump  
body or Approved Equal  
Under state contract Celebrity Ford fleet # A83560**

## **I. INFORMATION TO BIDDERS**

Each bidder represents that their proposal is based upon the specifications described in the bidding documents.

Where items are prescribed by a trade name or manufacture's model or catalog number, the named product shall be construed to read "or equivalent". If a bidder substitutes any item other than that named in these specifications, such item shall be the responsibility of the vendor. All information necessary to prove equivalency of the substituted item must be included with the proposal submitted at the bid reception. Failure to include this information with proposal will result in an automatic disqualification of the bid at the time of the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute.

If after review of all submitted materials, the substitution is deemed "not an equivalent" the bid will be rejected.

All items shall be accompanied by manufacture's instructions pertaining to installation, use and maintenance as applicable, so as to be suitable for the intended purpose or service in the proposed methods of construction. All items shall be used in strict accordance with manufacture's instruction, which will include instructions for appropriate reconditioning of existing or previously applied parts in a manner that will provide conditions to ensure satisfactory completed work.

## **II. TECHNICAL SPECIFICATIONS**

### **A. TRUCK CHASSIS**

#### **Frame**

1. 177" wheel base.
2. 84" cab to axle. Single frame rail made of high strength low alloy steel (80,000 PSI yield) 10.25" x 3.61" x .375". Double channel frame rails are not acceptable.
3. Nominal frame section modulus to be 15.94".
4. Minimum RBM strength to be 1,275,200.
5. All chassis cross members shall be huck bolt fastened.
6. Aerodynamic full width channel steel bumper.
7. 25,000 lb. GVWR as per factory manufactured specifications.

#### **Axles and springs**

##### **Front Axle**

1. Minimum capacity 8,000 lb. set back front axle with 40" bumper to axle dimension.
2. Minimum capacity 8,000 lb. tapered leaf parabolic front springs.
3. Hydraulic tubular front shock absorbers.
4. Wet oil bath wheel seals factory filled with synthetic lubrication.

##### **Rear Axle**

1. 17,500 lb. capacity single speed rear axle
2. Gear ratio 6.17 : 1
3. Rear axle factory filled with 75W - 90 synthetic lubrication.
4. 20,000 lb. capacity variable rate springs with 4,500 lb. auxiliary rubber springs.
5. Hydraulic tubular rear shock absorbers.

#### **Brakes**

1. ABS, full vehicle wheel control system, 4 channels.
2. 15.0" x 1.44" front rotors with dual 66mm piston calipers.
3. 15.0" x 1.44" rear rotors with dual 73mm piston calipers.
4. All brake linings shall be non asbestos material.
5. Dual piston master cylinder with integrated power booster, electric motor / pump and pressure differential valve. Primary power supplied by power steering pump.
6. Electric back up, "Drum in Hat" style, parking brake. 12.0" x 3.0" mounted on transmission or rear axle.

#### **Exhaust**

1. Single horizontal catalytic muffler with short tail pipe frame mounted on right side.

#### **Electrical**

1. Tow (2) 12 volt 650 CCA maintenance free batteries.
2. Leece Neville model 8LHA2054UAH 110 amp alternator with pad style mount.
3. Manual reset circuit breakers.
4. Low voltage, low current multiplexed wiring system with programmable electrical system controller.
5. Cigar lighter.
6. Dual electric horns.
7. Warning lights and alarms for the following functions:
  - a. low fuel
  - b. low oil pressure
  - c. low coolant level
  - d. high coolant temperature
  - e. low battery voltage
  - f. low windshield washer fluid
8. Aerodynamic Lexan composite headlamps with replaceable halogen bulbs.
9. Dome light

10. Dual dash mounted courtesy lamps to illuminate driver and passenger door entry way.
11. AM/FM/CD radio with:
  - a. weather band
  - b. clock
  - c. electric tune
  - d. multiple dual cone speakers
12. Factory pre-wiring for electric brake controller
13. Steering mounted stalk controls for:
  - a. high / low beam head lamps
  - b. turn signals
  - c. intermittent wipers
14. Headlamps programmed to turn on automatically, as per NJ State Regulations, when windshield wipers are turned on.
15. Factory installed body builder wiring at back of cab at frame with sealed connectors for:
  - a. Stop lights
  - b. Tail lights
  - c. Turn signals
  - d. Back up alarm
  - e. Accessory power / ground
16. 102 dba Preco Bac-a-larm.

#### **Power Steering**

1. Gear driven power steering pump.
2. Black two spoke 18" diameter steering wheel with thumb actuated air horn controls.
3. Ross TAS - 40 steering gear.
4. Adjustable steering column.

#### **Tilting Front End**

1. Three (3) piece designs constructed from fiberglass.
2. Left and right front fenders shall be replaceable independent of the top hood panel.
3. 80° degree minimum tilt angle.
4. Chrome grille.

#### **Engine**

1. 7.0 liter gas v 10
2. 215 HP @ 2,600 RPM.
3. 540 lb. / ft. torque @ 1,400 RPM.
4. Electro-Hydraulic injection system with single ECM.
5. Electronic speed control with dash mounted switch.
6. Heavy duty air cleaner.
7. Electronic data links for monitoring engine operation conditions using industry - standard electronic service tool.
8. Electronic hand throttle programmable speed control.
9. Viscous screw type fan drive.
10. 1,250 watt engine block heater.
11. Premium radiator and heater hoses fastened with Gates heat shrink clamps.
12. Aluminum 2 - row cross flow radiator. Permanent long life coolant included.

#### **Transmission**

1. Allison model 2500RDS
2. Five (5) forward speeds with overdrive.
3. Dash mounted electromechanical gear selector.
4. Factory filled with 100% mixture of Castrol Tran-Synd synthetic fluid.

#### **Fuel Tank Accessories**

1. 50 gallon D style steel fuel tank mounted on right side under cab.
2. Two (2) self cleaning steps shall be included with lower step no more than 16" off ground.
3. Fuel tank and all steps to be powder coat finished in black.



**Cab**

1. 80" wide, all steel extended cab.
2. 134" BBC maximum.
3. 4 – Point cab mounting system.
4. Single piece door frames.
5. Interior mounted entry assist handles on each side of cab.
6. 2,074 square inch 1 – piece curved laminate windshield.
7. 57.3" minimum inside cab height from floor to ceiling.
8. Self contained high back driver's seat with air compressor.
9. Single passenger seat with integral head rest.
10. 3 – Man rear bench seat.
11. 3 – Point seat belts.
12. Factory installed air conditioning.
13. Dash mounted serviceable fresh air filter for cab interior.
14. Insulated black rubber floor mat.
15. 7.0" x 15.75" heated breakaway mirrors with 7.5" square heated convex heads.
16. 6.0" x 10.0" convex "look down" mirror mounted above passenger door.
17. Mirror brackets and heads powder coat finished in black.
18. Instrument panel gauges shall be capable of being independently removed and replaced without removing any other gauge from the front of the dash.
19. Low windshield wiper fluid sensor with dash mounted indicator
20. Thermal insulation package to include:
  - a. dash insulator
  - b. engine cover insulator
21. Gauges including:
  - a. speedometer
  - b. tachometer
  - c. hour meter
  - d. oil pressure
  - e. water temperature
  - f. transmission temperature
22. Gauge cluster with electronic display of:
  - a. odometer
  - b. hour meter
  - c. trip miles
  - d. trip hours
  - e. Diagnostic fault code read out.
23. Tinted windows.

**Tires and Wheels**

1. Goodyear G149 10R22.5F 12 – ply on the front mounted on 7.5" x 22.5" hub piloted disc wheels on highway tread.
2. Goodyear G124 10R22.5 12 – ply on the rear mounted on 7.5" x 22.5" hub piloted wheels on / off road traction tread.

**Paint**

1. Truck to be painted Sikkens #5218 Woodland Green.
2. Frame to manufactures standard black.
3. Interior to be Pearl Grey vinyl.

**Warranty Information**

1. Two (2) years / unlimited mileage, 100% parts and labor, on complete truck chassis including towing.
2. Diesel engine covered for Eight (8) years / 100,000 mile warrantee for:
  - a. turbocharger
  - b. injectors
  - c. ECM
3. Chassis / frame covered for Seven (7) years / unlimited mileage, 100% parts and labor.
4. Five (5) years / unlimited mileage against corrosion on cab.

**Bidder Qualifications**

1. Bidder must be factory authorized truck chassis dealer for the equipment being bid.
2. Bidder must be licensed by the State of New Jersey, for the sale of motor vehicles.

**Delivery**

1. Forty-Five (45) days from award of contract.

**B. 5 YARD DUMP BODY****Dump Body Design and Dimensions**

1. Tailgate to be removed.
2. Body painted to match.
3. Dimensions:
  - a. body Length – 120"
  - b. inside body width – 84"
  - c. overall body width – 96"
  - d. side height – 26"

**Understructure**

1. Longitudinals to be 7" structural channel.
2. Cross members to be 4" channel on 12" centers including extreme front and rear of body.

**Floor**

1. Minimum 8 gauge, 50,000 yields with a minimum of Ten (10) 4" structural cross members with 2" floor radius.
2. 1 – Piece construction with no floor to side beams, no exceptions.

**Street Side**

1. Rigid mount double wall reinforced dirt shedding design.

**Side Braces**

1. Boxed side braces. Three (3) on each side including front vertical made with 10 gauge with 6" wide vertical face 3 – 3/4" deep.

**Top Rail**

1. Boxed top rail with 45° angle dirt shedding top.

**Bottom Rail**

1. Slopped dirt shedder 5" at 45° angle.

**Corner Posts****Front and Rear Post**

1. 10 gauge fully boxed steel with 16" minimum vertical face rear and 6" vertical face front.

**Sideboard Pockets**

1. Integral to front and rear corner posts and minimum of 10".
2. Rear gussets shall be height of tailgate.
3. Front gussets shall extend ½ height of cab shield.

**Head Sheet**

1. Thickness shall be 10 gauges steel with a formed V bend full width 1-1/2" wide x 1-1/4" deep.

**Cab Shield**

1. Minimum of 22-1/2".

**Tailgate**

1. None

**Miscellaneous Items**

1. 3/16" stone shields ahead of wheels mounted to bottom of body.
2. Lights and reflectors to meet NJ DOT standards.
3. Body side lights are to be rubber mounted with Lexan lenses and be completely weather proof. All LED.
4. Body reflectors as per NJ DOT standards to be non-rusting and fastened or integrated into lighting.
5. All wiring to be enclosed in tubing and laced through channels for protection.

**Hoist Type**

1. Double arm underbody scissor style (made and supplied by same manufacturer).
2. Double acting single cylinder.
3. 2" chrome plated piston rod with 23" stroke.
4. 50° dump angle minimum.
5. Must be certified NTEA approved.
6. NTEA Class 50.
7. 17 – Ton capacity.
8. Warranted for Two (2) years.

**Hoist Frame**

1. Sub-frame to be full length 3/16" wall 2-1/2" x 3-1/2" rectangular steel tubing.

**Hoist Mounting**

1. Bolted to chassis by mounting plates welded to hoist long member.
2. Mounting plates positioned:
  - a. One (1) at the front cross member
  - b. One (1) at trunion cross shaft
  - c. One (1) at rear angle (the load bearing points of the hoist)

**C. CENTRAL HYDRAULIC SYSTEM****Pump**

1. Electric clutch pump type mounted to chassis engine. (Reference Harper Industries Deweze Pump / Mount kit.)
2. Double pulley design or serpentine 12 – volt electro magnetic clutch pump.
3. Rocker style actuating switch, with indicator light, cab mounted on dash.
4. Cast iron construction with tapered input shaft supported by roller bearings.
5. Custom heavy duty fan belt pump brackets and crankshaft pulleys.. Mounting bracket shall pivot for easy belt tensioning utilizing an adjustment screw mechanism. A double system to be used.
6. Spring loaded idler pulley, if necessary, for tensioning and reducing belt wear.

\* Transmission mount is unacceptable.

**Hydraulic Valves**

1. Supplied valves shall operate:
  - a. dump body
  - b. plow lift
  - c. plow angle
  - d. salt / sand spreader
2. Working pressure not to exceed 2,000 PSI.
3. Valves to be sectional body directional and have a capacity of 30 GPM with a continuous operating work pressure of 3,500 PSI.
4. Valve bank to be mounted on frame rail of chassis outside cab with push – pull cables for in cab control.

### **Cable Controls**

1. Morse single axis remote.
2. Marine grade low friction construction with Teflon and Nylon wear surfaces. Bonneted and weather proofed at valve connection.
3. 5/16" diameter rod with stainless steel support tubes and inner members.
4. 400# load capacity rating minimum.
5. 5" bend radius.

### **Hydraulic Reservoir**

1. 20 gallon capacity minimum.
2. Constructed of 12 gauge steel.
3. Baffled.
4. Magnetic drain plug.
5. Lockable Protecto-Seal cap.
6. Suction strainer with a 2" minimum NPTF outlet.
7. 5" diameter minimum clean out port.
8. In tank 10 micron return filter.

\* Hydraulic reservoir incorporating an integral valve enclosure that is part of the hydraulic tank is unacceptable.

### **Hydraulic Lines and Plumbing**

1. All hydraulic lines, pipes, hoses and fittings shall be sufficient capacity to accommodate the volume of oil required without producing undue heating or turbulence in the system.
2. 2" suction line with a minimum SAE rating of 100-R4 between the reservoir and inlet of the pump required. This suction line shall be secured on both ends by heavy duty banding straps. Radiator hose clamps are unacceptable.
3. High pressure line from pump to valve 1" minimum.
4. All pressure hoses, including signal sensing line to pump, to have swivel fittings on both ends with a minimum SAE rating of 100-R2.
5. Return lines and the case drain line must have minimum SAE rating of 100-R1.
6. Hydraulic lines to be routed to minimize interference with equipment and chassis components requiring periodic servicing.
7. Support brackets, grommet and tie wraps shall be used to protect lines from abrasion, cutting and impact damage.
8. Hoses shall not be installed near manifold or exhaust pipe or other sources of extreme heat.
9. No pipe fittings to be used with high pressure lines.
10. All hydraulic quick disconnect couplings used on spreader and snow plow reversing system to be bulk head mounted style and be rigidly attached without the use of any hose clamp arrangements. (Loose hose ends are not acceptable.)
11. Dust cap for male ends and dust plug for female ends must be attached to couplers.
12. Maximum allowable distance between support clamps on hydraulic hoses is 24".

### **Quick Disconnects**

1. Spreader hydraulic lines to run to rear of body, mounted on bulk head type steel plate with no loose ends.
2. Parker 6100 Series male and female couplers.

### **Filtration**

10 micron filter in the return line of the reservoir.

Filter assembly must have 25 PSI bypass and an element condition indicator.

### **Installation**

1. Hoses, fittings and quick disconnect coupling to conform to SAE standards.
2. Hoses sized for minimum restriction under generally accepted practices and have swivel fittings on both ends.
3. Hose assemblies will protect against chaffing and extreme heat and held by accepted clamping methods.
4. Lines under system pressure to terminate in JIC or ODT fittings.

## **D. SNOW PLOW**

### **Plow Moldboard**

1. Moldboard assembly for Western Heavy Weight 10" plow.
2. 10' long.
3. 33" high.
4. 7 - Gauge steel formed to a 21" radius with top curl reinforcing.
5. Six (6) 1/4" thick x 2-1/2" formed, electrically welded to sheet and 1/2" x 3" x 3" reinforcing bottom angle.
6. Blade full moldboard trip to be 51°.
7. Cutting edge to be 1/2" x 6" high carbon steel C1080 punched per AASHO hole pattern and attached with grade 5 bolts.
8. Two (2) full rotation, height adjustable, austempered ductile iron shoes with integral 1" diameter shaft secured to blade with lynch pins. Shoe brackets to be welded to vertical ribs.
9. Six (6) trip springs to be 2-3/8" OD x .393" diameter C1060 hard drawn stress relieved wire preloaded with .625" x 4" eyebolts.
10. Two (2) 5" stroke shock absorbers to retard extension velocity and soften blade trip.
11. One (1) 1" diameter steel pin for blade trip pivot in reinforced hole.
12. Two (2) vinyl coated, spring wound blade guides with replaceable flags.
13. 30° left and right plow angle.

### **Plow A-Frame and Quadrant**

1. Reinforced electrically welded 3/8" x 3" x 3" structural steel side members with integral attachments for angling rams to receive 1" diameter pins.
2. Two (2) strands of lift chain made of grade 40, 1/4" high test steel with 2600# working load limit and attached with grade 8 bolts.
3. A-Frame to mount attachment shall be 26" on center with 1-1/32" holes in steel and a minimum thickness of 3/4" steel.
4. Plow stand shall be self storing and adjustable for easy mounting of plow to truck. Storage pin 1/2" diameter and lock pin 5/8" diameter.
5. Quadrant electrically welded reinforced 3/8" x 3" x 3" structural steel angle with integral attachments for angling rams to receive 1" diameter pins.
6. A-Frame to quadrant angle pivot is 1" diameter grade 5 bolt.

### **Plow Lift Frame**

1. Provision for attachment out of front hydraulics and light kit.
2. Lift channel reinforced formed 7 gauge (.1793) steel.
3. Link arm attached to truck mounted by 1" x 3-1/4" grade 5 rivets.
4. Quick attachment to lift by electrically welded 1" pin and 5/32" hair pin cotter.
5. Two (2) 3/8" x 3" x 2-1/2" angle attached to A-Frame.

### **Plow Hydraulics**

1. To be taken off central hydraulic system.
2. Cushion valves set to 4,000 to 4,200 PSI relief.
3. Hoses shall be 1/4" steel braided SAE 100-R2
4. One (1) lift ram, 1-1/2" x 8" and Two (2) angling rams, 1-1/2" x 12" shall have a rod seal, a wiper ring and a gland nut.
5. Filter screen built into the port of acting cylinder.

### **Plow Lights**

1. Halogen dual beam headlamps plus Combination Park and turn signals with replaceable H13 bulbs. Mounted with Two (2) studs.
2. Lights and brackets to stay with plow when disconnected from vehicle.
3. No headlamp wires splicing required. Utilize vehicle specific pre-wired harness with plug in module.
4. Vehicle and plow lights automatically selected through isolation module relays system. One (1) plug for connection of headlamps.
5. HD Flasher.
6. Mounting Brackets.
7. FMVSS-108 compliant.

**Plow Mount**

1. Custom designed, electrically welded heavy duty structural steel. Readily adaptable to specific vehicles up to 27,000GVW class.
2. Attached to the truck chassis with minimum of grade 5 fasteners.
3. Vehicle, with mount, shall be FMVSS compliant or by manufacturer approval.
4. Two (2) 1" diameter x 3-1/2" hitch pins with loop handles and hair pin cotters for quick attachment of A-Frame to truck mount.

**Paint**

1. Blade to be made from shot blasted steel, cleaned with phosphate solution and have a baked on Red Polyester powder coating.

**Plow Removal**

1. Blade assembly, A-frame, quadrant and lift frame shall all be removed in 1 – step from vehicle as 1 – complete unit.

**Plow Lighting**

1. LED warning lights with a switch mounted in cab within reach of operator utilizing the chassis manufactures rocker switches. If no switches are provided by chassis the body up fitter must supply switches wither in dash of cab, if adequate room, or separate box with labels fro each function.
2. Dump body wiring shall incorporate a single sealed harness for each group cab corner that incorporates each lighting function including:
  - a. marker lights
  - b. stop / tail / turn lights
  - c. LED Strobe lights
  - d. reverse
  - e. work lights
3. All lighting shall terminate at the rear of the truck with a single sealed junction box.
4. Dump y to have LED stop / turn / tail lights mounted in rear of corner posts and recessed behind pintle plate or to outside pintle plate.
5. Self contained LED oval strobes shall be supplied as follows:
6. Four (4) LED heads in cab shield; Two (2) on front and One (1) on each side
7. Two (2) LED heads in the rear corner posts.
8. No power supply box required.

**Accessories**

1. Stainless steel dump body
2. Stainless steel salt spreader mounted
3. Stainless steel body construction
4. 9 ft western snowplow mounted

## **F. DUMP THROUGH LIFTGATE**

### **Description**

1. Dump through design with removable aluminum platform. (Reference Ultron Model DT1636-AL).

### **Lifting System**

1. Heavy duty rail type system roller chain drive.
2. Load must lift strait up and down for load stability.
3. 1,600 lb. load capacity minimum.

### **Hydraulics and Operator**

1. Hydraulic power unit to be 100% weather sealed with pressure compensated flow control for smooth operation.
2. Controls shall be weather sealed electronic controls mounted in rear of unit and controlled by a sealed marine type toggle switch.
3. Unit protected with a master disconnect and 135 amp circuit breaker.

### **Platform**

1. Aluminum tread plate.
2. 89" x 36" with a 6" ramp.
3. Shall incorporate easy pull pins for quick conversion from lift to dump.
4. Dual latching and positive lock safety pins.
5. Warranted for minimum Three (3) years.

### III. BID INFORMATION & PRICE SHEET

Factory authorized representative for components bid YES \_\_\_\_\_ NO \_\_\_\_\_

Manufacturers standardized maintenance / repair manuals supplied YES \_\_\_\_\_ NO \_\_\_\_\_

Manufacturer's statement of warranty supplied YES \_\_\_\_\_ NO \_\_\_\_\_

Make, Model & Year of vehicle bid: \_\_\_\_\_

Best availability date of completed vehicle: \_\_\_\_\_

Total bid for completed vehicle: \_\_\_\_\_

#### Notes to Bidder

1. The Extended Cost for each item shall be the Unit Cost multiplied by the Quantity for that item.

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: **THREE (3) 2014 FIVE (5) YARD DUMP TRUCK WITH CENTRAL HYDRAULIC SYSTEM, 9 FT SNOW PLOW , WITH SALT SPREADER MOUNTED** or approved equal from \_\_\_\_\_ through \_\_\_\_\_.

To the Municipal Council of Jersey City  
COUNCIL MEMBERS: \_\_\_\_\_ will contract to  
{according to plans and Specifications for the same in the office of PURCHASING for the following prices, viz.:

Prices to be quoted as total amount all units

Item	Quantity	Description	Unit Cost	Extended Cost
1.	3	2014 Ford F450 5 yard dump truck with central hydraulic system, snow plow, with salt spreader mounted	\$	\$
TOTAL COST				\$

( ↑ Total Bid In Written Words ↑ )

All quotations must be typewritten or written in ink. Pencil quotations will automatically render the bid invalid. This bid must be accompanied by a bond or certified check for ten percent (10%) of the total amount of the bid. Bond must be from some surety company authorized to do business in the State of New Jersey.

**COMPANY NAME**

**NAME**

**ADDRESS**

**ADDRESS**

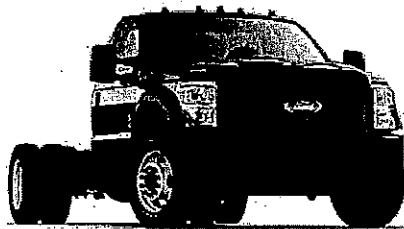
**DATE**



Contract Price: \$27,178 (Price Line: 8)  
Contract Discount: 10% (Price Line: 15)  
Contractor: Celebrity Ford  
Contract#: A83560

Prepared By:  
New Jersey Procurement Bureau

2013 Ford Super Duty F-450 DRW



2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

• **WARRANTY INFORMATION**

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

**WARRANTY INFORMATION**

WARRANTY  
<<< PRELIMINARY 2013 WARRANTY >>>

Basic:  
3 Years/36,000 Miles

Drivetrain:  
5 Years/60,000 Miles  
Diesel Engine  
5 Years/100,000 Miles

Corrosion:  
5 Years/Unlimited Miles

Roadside Assistance:  
5 Years/60,000 Miles

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2013 Ford Super Duty F-450 DRW

• VEHICLE REPORT

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

WINDOW STICKER

Code	Model	MSRP
F4H	2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL	\$36,825.00
Code	Options	MSRP
425	50 STATE EMISSIONS	\$0.00
44T	TORQSHIFT 5-SPEED AUTOMATIC TRANSMISSION W/OD	\$0.00
47Z	AMBULANCE PREPARATION PKG NOT INCLUDED	\$0.00
650A	XL SERIES ORDER CODE	\$0.00
99Y	6.8L SOHC EFI TRITON 30-VALVE V10 ENGINE	\$0.00
---	MANUAL AIR CONDITIONING	\$0.00
AS	STEEL, HD VINYL 40/20/40 SPLIT BENCH SEAT	\$0.00
F1	VERMILLION RED	\$0.00
---	MANUAL TRANSFER CASE & HUBS	\$0.00
---	FULL SIZE SPARE TIRE/WHEEL NOT DESIRED	\$0.00
---	STANDARD PAINT	\$0.00
TFB	225/70R19.5G BSW TIRES	\$0.00
X48	4.88 AXLE RATIO	\$0.00
<b>SUBTOTAL</b>		<b>\$36,825.00</b>
Advert/Adjustments		\$0.00
Destination Charge		\$995.00
<b>TOTAL PRICE</b>		<b>\$37,820.00</b>
Est City: mpg		
Est Highway: mpg		
Est Highway Cruising Range: mi		

Contract Price: \$27,178 (Price Line: 8)  
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**2013 Ford Super Duty F-450 DRW**

**• TECHNICAL SPECIFICATIONS**

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

**POWERTRAIN - BASIC SPECIFICATIONS**

**Engine**

Engine Order Code	99Y
Engine Type	Gas V10
Displacement	6.8L- TBD - CID
SAE Net Horsepower @ RPM	362 @ 4750
SAE Net Torque (lb ft) @ RPM	457 @ 3250

**Transmission**

Transmission order code	44T
Transmission Type Description	5-Speed Automatic
Drive Train	Four Wheel Drive

**Mileage**

City EPA fuel economy estimate (MPG)
Hwy EPA fuel economy estimate (MPG)
City cruising range (mi)
Hwy cruising range (mi)

\* Indicates equipment which is in addition to or replaces base model's standard equipment.

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## 2013 Ford Super Duty F-450 DRW

### • TECHNICAL SPECIFICATIONS

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

#### POWERTRAIN - ADVANCED SPECIFICATIONS

##### Transmission

<i>Gear Ratio (:1)</i>	
<i>First Gear Ratio (:1)</i>	3.11
<i>Second Gear Ratio (:1)</i>	2.20
<i>Third Gear Ratio (:1)</i>	1.55
<i>Fourth Gear Ratio (:1)</i>	1.00
<i>Fifth Gear Ratio (:1)</i>	0.71
<i>Reverse Ratio (:1)</i>	2.88
<i>Clutch size (in)</i>	
<i>Power Take-Off</i>	SAE 6-Bolt

##### Transfer Case

<i>Transfer case model</i>	New Venture 271
<i>Gear Ratio (:1)</i>	
<i>Transfer case high gear ratio</i>	1.00
<i>Transfer case low gear ratio</i>	2.72
<i>Transfer case power take off</i>	

##### Differential

	Front	Rear
<i>Axle Ratio (:1)</i>	4.88	4.88

##### Electrical

<i>Battery</i>	1	2	3	Total
<i>Battery cold cranking Amps @ 0 F</i>	750.00			750.00
<i>Alternator</i>				
<i>Alternator Amps</i>	157.00			

##### Cooling System

<i>Cooling system capacity</i>	27.50
<i>Engine oil cooler</i>	

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2013 Ford Super Duty F-450 DRW

• TECHNICAL SPECIFICATIONS

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

PAYLOAD/TRAILERING SPECIFICATIONS

Weight Information	Front	Rear	Total
Gross Axle Wt Rating (lbs)	4,800.00	12,000.00	
Curb Weight (lbs)	3,872.00	2,943.00	6,815.00
Total Option Weight (lbs)	* 44.00	* -3.00	* 41.00
As Spec'd Curb Weight (lbs)	* 3,916.00	* 2,940.00	* 6,856.00
As spec'd payload (lbs)			* 9,644.00
Total Weight (lbs)	* 3,916.00	* 2,940.00	* 7,206.00
Reserve Axle Capacity (lbs)	* 884.00	* 9,060.00	* 9,944.00
Gross Vehicle Wt Rating (lbs)			16,500.00
Gross Combined Wt Rating (lbs)			

Trailering

Max Trailer Wt. Max Tongue Load

Dead Weight Hitch (lbs)

Weight Distributing Hitch (lbs)

Fifth Wheel Hitch (lbs)

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2013 Ford Super Duty F-450 DRW

• TECHNICAL SPECIFICATIONS

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

CHASSIS SPECIFICATIONS

Suspension	Front	Rear	
Spring			
Spring Type	Coil Spring	Multi-Leaf	
Spring Capacity	4,800.00	12,000.00	
Axle			
Axle Type	Dana Monobeam	Full-Floating	
Axle Capacity	7,000.00	12,000.00	
Shock Absorber Diameter (mm)	35.00	35.00	
Stabilizer Bar Diameter (in)	1.26	1.06	
Brakes			
Brake type	Pwr		
ABS System	4-Wheel		
	Front	Rear	
Disc	Yes	Yes	
Rotor Diam x Thickness (in)	14.5 x 0.5	15.4 x 0.5	
Drum			
Drum Diam x Width (in)			
Tires	Front	Rear	Spare
Tire Order Code	TFB	TFB	
Tire Size	225/70R19.5G	225/70R19.5G	
Capacity	3,750.00	3,970.00	
Revolutions/Mile @ 45mph	653.00	653.00	
Wheels	Front	Rear	Spare
Wheel Size	19.5 x 6.0	19.5 x 6.0	
Wheel Type	Steel	Steel	
Steering			
Steering type	Pwr		
Ratio (:1)			
On Center	17.30		
At Lock	N/A		
Turning Diameter			
Curb-to-Curb	42.30		
Wall-to-Wall	44.20		

Contract Price: \$27,178 (Price Line: 8)  
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**2013 Ford Super Duty F-450 DRW**

**• TECHNICAL SPECIFICATIONS**

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

**CHASSIS SPECIFICATIONS**

<b>Fuel Tank</b>	<b>Main</b>	<b>Auxiliary</b>
Capacity	40.00	
Location	Aft-Axle	

\* Indicates equipment which is in addition to or replaces base model's standard equipment.

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Contract#: A83560

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2013 Ford Super Duty F-450 DRW

• TECHNICAL SPECIFICATIONS

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

DIMENSIONS

Exterior Dimensions

Wheelbase (in)	140.80
Length, Overall w/o rear bumper (in)	226.50
Width, Max w/o mirrors (in)	93.90
Height, Overall (in)	80.40
Overhang	
Overhang, Front	38.10
Front Bumper to Back of Cab (in)	118.90
Cab to Axle (in)	60.00
Cab to End of Frame (in)	107.60
Ground to Top of Load Floor (in)	
Ground to Top of Frame (in)	33.40
Frame Width, Rear (in)	34.20
Ground Clearance	
Ground Clearance, Front	- TBD -
Ground Clearance, Rear	8.00

Interior Dimensions

Passenger Capacity	3
Seating Position	Front
Head Room (in)	40.70
Leg Room (in)	41.10
Shoulder Room (in)	68.00
Hip Room (in)	67.60

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**2013 Ford Super Duty F-450 DRW**

**• VEHICLE REPORT**

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

**COLOR AVAILABILITY**

Exterior	Interior			
	Steel	Steel	Steel	Steel
<i>Oxford White</i>	X	X	X	X
<i>Vermillion Red</i>	X	X	X	X
<i>Green Gem Metallic</i>	X	X	X	X
<i>Sterling Gray Metallic</i>	X	X	X	X
<i>Blue Jeans Metallic</i>	X	X	X	X
<i>Ingot Silver Metallic</i>	X	X	X	X
<i>Pale Adobe Metallic</i>	X	X	X	X
<i>Tuxedo Black Metallic</i>	X	X	X	X

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2013 Ford Super Duty F-450 DRW

• VEHICLE REPORT

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

PRICING SUMMARY

Price Component	MSRP
Base Price	\$36,825.00
Total Options	\$0.00
Vehicle Subtotal	\$36,825.00
Advert/Adjustments	\$0.00
Destination Charge	\$995.00
TOTAL VEHICLE PRICE	\$37,820.00

Prepared By:  
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Contract Price: \$27,178 (Price Line: 8)  
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Contractor: Celebrity Ford  
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2013 Ford Super Duty F-450 DRW

• VEHICLE REPORT

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

SELECTED MODEL

Code	Description	Front Wt	Rear Wt	MSRP
F4H	2013 Ford Super Duty F-450 DRW 4WD Reg Cab 141" WB 60" CA XL	3,872.00	2,943.00	\$36,825.00

SELECTED VEHICLE COLORS

Code	Description
-	Interior: STEEL, HD VINYL 40/20/40 SPLIT BENCH SEAT -inc: center armrest, cup holder, storage
-	Exterior 1: VERMILLION RED
-	Exterior 2: No color has been selected.

SELECTED OPTIONS

Code	Description	Front Wt	Rear Wt	MSRP
425	50 STATE EMISSIONS	0.00	0.00	\$0.00
44T	TORQSHIFT 5-SPEED AUTOMATIC TRANSMISSION W/OD -inc: tow/haul mode (STD) (REQ: 99Y Engine)	0.00	0.00	\$0.00
47Z	AMBULANCE PREPARATION PKG NOT INCLUDED (STD)	0.00	0.00	\$0.00
650A	XL SERIES ORDER CODE	0.00	0.00	\$0.00
99Y	6.8L SOHC EFI TRITON 30-VALVE V10 ENGINE (STD)	0.00	0.00	\$0.00
—	MANUAL AIR CONDITIONING (STD)	44.00	-3.00	\$0.00
AS	STEEL, HD VINYL 40/20/40 SPLIT BENCH SEAT -inc: center armrest, cup holder, storage	0.00	0.00	\$0.00
F1	VERMILLION RED	0.00	0.00	\$0.00
—	MANUAL TRANSFER CASE & HUBS (STD)	0.00	0.00	\$0.00
—	FULL SIZE SPARE TIRE/WHEEL NOT DESIRED (STD)	0.00	0.00	\$0.00
—	STANDARD PAINT	0.00	0.00	\$0.00
TFB	225/70R19.5G BSW TIRES -inc: (2) front all-season & (4) rear all-season tires (STD)	0.00	0.00	\$0.00
X48	4.88 AXLE RATIO (REQ: 99Y Engine)	0.00	0.00	\$0.00

Contract Price: \$27,178 (Price Line: 8)  
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Contractor: Celebrity Ford  
Contract#: A83560

Prepared By:  
New Jersey Procurement Bureau

2013 Ford Super Duty F-450 DRW

• **VEHICLE REPORT**

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

**SELECTED OPTIONS**

Code	Description	Front Wt	Rear Wt	MSRP
<b>OPTIONS TOTAL</b>		<b>44</b>	<b>-3</b>	<b>\$0.00</b>
Total Weight		* 3,916.00	* 2,940.00	
<b>As spec'd curb weight</b>		<b>* 6,856.00</b>		

Contract Price: \$27,178 (Price Line: 8)  
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 Contractor: Celebrity Ford  
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Prepared By:  
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2013 Ford Super Duty F-450 DRW

• VEHICLE REPORT

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

OPTIONAL EQUIPMENT

Code	Description	Front Wt	Rear Wt	MSRP
<b>EMISSIONS</b>				
425	50 STATE EMISSIONS	0.00	0.00	\$0.00
<b>ENGINE</b>				
99Y	6.8L SOHC EFI TRITON 30-VALVE V10 ENGINE (STD)	0.00	0.00	\$0.00
99T	6.7L OHV 32-VALVE V8 POWER STROKE DIESEL ENGINE -inc: 200-amp extra HD alternator, dual 78 amp/hr 750 CCA batteries, Intelligent Oil Life Minder, diesel exhaust fuel tank, split-shaft calibration compatibility	0.00	0.00	\$7,745.00
<b>TRANSMISSION</b>				
44T	TORQSHIFT 5-SPEED AUTOMATIC TRANSMISSION W/OD -inc: tow/haul mode (STD) (REQ: 99Y Engine)	0.00	0.00	\$0.00
44W	TORQSHIFT 6-SPEED SELECTSHIFT AUTOMATIC TRANSMISSION W/OD -inc: tow/haul mode (REQ: 99T Engine)	0.00	0.00	\$190.00
<b>AXLE</b>				
X48	4.88 AXLE RATIO (REQ: 99Y Engine)	0.00	0.00	\$0.00
X41	4.10 AXLE RATIO (REQ: 99T Engine)	0.00	0.00	\$0.00
X4N	4.10 AXLE RATIO W/LIMITED SLIP DIFFERENTIAL (REQ: 99T Engine)	0.00	5.00	\$360.00
X4L	4.30 AXLE RATIO W/LIMITED SLIP DIFFERENTIAL (REQ: 99T Engine & 535 Trailer Tow Pkg)	0.00	5.00	\$360.00
X8L	4.88 AXLE RATIO W/LIMITED SLIP DIFFERENTIAL (REQ: 99Y Engine)	0.00	5.00	\$360.00
<b>SERIES ORDER CODE</b>				
650A	XL SERIES ORDER CODE	0.00	0.00	\$0.00
<b>TIRES</b>				
TFB	225/70R19.5G BSW TIRES -inc: (2) front all-season & (4) rear all-season tires (STD)	0.00	0.00	\$0.00
THB	225/70R19.5G BSW TIRES -inc: (2) front all-season & (4) rear traction tires *Optional spare is BSW all-season tire*	0.00	0.00	\$190.00
TGB	225/70R19.5G BSW TIRES -inc: (2) front max traction & (4) rear max traction tires *Not recommended for on-road use. Optional spare is traction tire*	0.00	0.00	\$215.00
<b>SPARE TIRE</b>				
—	FULL SIZE SPARE TIRE/WHEEL NOT DESIRED (STD)	0.00	0.00	\$0.00
512	FULL SIZE SPARE TIRE -inc: steel wheel, 6-ton hydraulic jack *Required in RI*	18.00	92.00	\$350.00
51D	SPARE TIRE & WHEELS DELETE *Only available to pool accounts for sale to RI* *CREDIT*	0.00	0.00	-\$85.00
<b>PRIMARY PAINT</b>				

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2013 Ford Super Duty F-450 DRW

• VEHICLE REPORT

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

OPTIONAL EQUIPMENT

Code	Description	Front Wt	Rear Wt	MSRP
F1	VERMILLION RED	0.00	0.00	\$0.00
LQ	PALE ADOBE METALLIC *Requires valid FIN code*	0.00	0.00	\$0.00
N1	BLUE JEANS METALLIC	0.00	0.00	\$0.00
UH	TUXEDO BLACK METALLIC	0.00	0.00	\$0.00
UJ	STERLING GRAY METALLIC	0.00	0.00	\$0.00
UX	INGOT SILVER METALLIC	0.00	0.00	\$0.00
W6	GREEN GEM METALLIC	0.00	0.00	\$0.00
Z1	OXFORD WHITE	0.00	0.00	\$0.00
<b>PAINT SCHEME</b>				
—	STANDARD PAINT	0.00	0.00	\$0.00
<b>SEAT TYPE</b>				
AS	STEEL, HD VINYL 40/20/40 SPLIT BENCH SEAT -inc: center armrest, cup holder, storage	0.00	0.00	\$0.00
1S	STEEL, CLOTH 40/20/40 SPLIT BENCH SEAT -inc: center armrest, cup holder, storage	0.00	0.00	\$100.00
LS	STEEL, VINYL HIGH-BACK BUCKET SEATS	0.00	0.00	\$355.00
2S	STEEL, CLOTH HIGH-BACK BUCKET SEATS	0.00	0.00	\$515.00
<b>AIR CONDITIONING</b>				
—	MANUAL AIR CONDITIONING (STD)	44.00	-3.00	\$0.00
—	AIR CONDITIONING DELETE *Requires valid FIN code* (N/A w/76S Remote Start) *CREDIT*	0.00	0.00	-\$850.00
572	AIR CONDITIONING DELETE PROCESSING CODE (N/A w/90L Pwr Equipment Group) *Requires valid FIN code*	-44.00	3.00	\$0.00
<b>AMBULANCE PACKAGE</b>				
47Z	AMBULANCE PREPARATION PKG NOT INCLUDED (STD)	0.00	0.00	\$0.00
47A	AMBULANCE PREPARATION PKG -inc: dual 160-amp alternators, operator commanded regeneration *Incomplete vehicle package. Requires further manufacture and certification by a final stage manufacturer.* (REQ: 99T Engine & Air Conditioning) (N/A w/473 Snow Plow Prep Pkg, 531 Trailer Tow Pkg, 535 High Capacity Trailer Tow Pkg, 67H Heavy Service Suspension Pkg, 67X Extra Heavy Service Suspension Pkg, 557 Airbag Delete) *Stationary Elevated Idle Control has been integrated into the engine control module* *Requires valid FIN code*	65.00	2.00	\$1,135.00
<b>REQUIRED OPTION</b>				

Contract Price: \$27,178 (Price Line: 8)  
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2013 Ford Super Duty F-450 DRW

• VEHICLE REPORT

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

OPTIONAL EQUIPMENT

Code	Description	Front Wt	Rear Wt	MSRP
	MANUAL TRANSFER CASE & HUBS (STD)	0.00	0.00	\$0.00
213	ELECTRIC SHIFT-ON-THE-FLY TRANSFER CASE -inc: auto locking front hubs w/manual override, rotary control on I/P, secondary glove box, dual I/P mounted cup holders (REQ: 99T Engine)	3.00	0.00	\$185.00
<b>ADDITIONAL EQUIPMENT</b>				
96V	XL VALUE PKG -inc: AM/FM stereo w/CD/MP3 player, digital clock, (4) speakers, cruise control, chrome front bumper	0.00	0.00	\$595.00
17F	XL DECOR GROUP -inc: chrome front bumpers	0.00	0.00	\$155.00
90L	PWR EQUIPMENT GROUP -inc: accessory delay, pwr door locks, remote keyless entry, perimeter anti-theft alarm, pwr windows w/driver & front passenger one-touch up/down, manual telescoping trailer tow mirrors w/pwr heated glass, heated convex spotter mirror, integrated clearance lights & turn signals & two-way fold, door trim panel upgrade (w/585 Radio -inc: MyKey) (N/A w/572 AC Delete) *Deletes passenger side lock cylinder*	12.00	3.00	\$895.00
473	SNOW PLOW PREP PKG -inc: pre-selected springs, HD alternator (N/A w/67H Heavy Service Suspension Pkg or 67X Extra Heavy Service Suspension Pkg) *Allows for the attachment of a winch*	0.00	0.00	\$85.00
87T	CREW CHIEF TELEMATICS BY TELOGIS -inc: onboard device that tracks vehicle location, speed & idle time w/optional vehicle diagnostics & maintenance reports *Includes (1) year of Crew Chief service*	0.00	0.00	\$800.00
98G	CNG/LPG-FUEL CAPABLE ENGINE -inc: hardened engine intake valves & valve seats (REQ: 99Y Engine) *This package does not include CNG/LPG-fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/LPG-fueled vehicle. Ford Motor Company does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or LPG-fuel. Ford does not represent that a vehicle converted to use CNG or LPG will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or LPG complies with U.S. Federal, California or Canadian exhaust and evaporative emission requirements, Federal fuel economy standards, U.S. and Canadian safety standards, labeling and any other requirements.*	0.00	0.00	\$315.00
63T	ENGINE IDLE SHUTDOWN (REQ: 99T Engine)	0.00	0.00	\$250.00
98R	OPERATOR COMMANDED REGENERATION (OCR) (REQ: 99T Diesel Engine)	0.00	0.00	\$250.00

Contract Price: \$27,178 (Price Line: 8)  
 Contract Discount: 10% (Price Line: 15)  
 Contractor: Celebrity Ford  
 Contract#: A83560

Prepared By:  
 New Jersey Procurement Bureau

2013 Ford Super Duty F-450 DRW

• VEHICLE REPORT

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

OPTIONAL EQUIPMENT

Code	Description	Front Wt	Rear Wt	MSRP
41H	ENGINE BLOCK HEATER *STD in AK, CO, IA, ID, ME, MI, MN, MT, ND, NH, NY, SD, VT, WI, WY*	1.00	0.00	\$75.00
62R	TRANSMISSION PWR TAKE-OFF PROVISION	0.00	0.00	\$280.00
67D	200-AMP EXTRA HD ALTERNATOR (REQ: 99T Engine)	0.00	0.00	\$0.00
67A	DUAL 160-AMP ALTERNATORS (REQ: 99T Engine)	21.00	0.00	\$380.00
65M	(28) GALLON MID-SHIP FUEL TANK	72.00	-253.00	\$125.00
65C	DUAL DIESEL FUEL TANKS -inc: (40) gallon aft-of-axle tank, (28) gallon mid-ship tank (REQ: 99T Engine & 585 Radio) (N/A w/91M SYNC) (N/A w/62D Steering Wheel Audio Controls)	44.00	151.00	\$735.00
67H	HEAVY SERVICE SUSPENSION PKG -inc: pre-selected heavy service front springs *Recommended only on vehicles which will permanently utilize aftermarket equipment such as HD winches, brush guards or other apparatus which loads the front axle to the specified GAWR. May result in a deterioration of ride quality. Vehicle ride height will increase w/the addition of this pkg*	0.00	0.00	\$125.00
67X	EXTRA HEAVY SERVICE SUSPENSION PKG -inc: pre-selected extra heavy service front springs *Recommended only on vehicles which will permanently utilize aftermarket equipment such as HD winches, brush guards or other apparatus which loads the front axle to the specified GAWR. May result in a deterioration of ride quality. Vehicle ride height will increase w/the addition of this pkg*	0.00	0.00	\$125.00
68D	PAYLOAD DOWNGRADE PKG -inc: 15,000 GVWR	0.00	0.00	\$0.00
68L	16,000 GVWR PKG	0.00	0.00	\$0.00
531	TRAILER TOW PKG -inc: trailer brake wiring kit (N/A w/52B Tow Command Integrated Trailer Brake Controller) *Trailer brake controller not included*	0.00	2.00	\$155.00
535	HIGH CAPACITY TRAILER TOW PKG -inc: trailer brake wiring kit, upgraded rear axle, increased GCW (REQ: 99T Engine & X4L Axle)	0.00	0.00	\$350.00
52B	TRAILER BRAKE CONTROLLER (N/A w/531 Trailer Tow Pkg) *Intended for use only w/trailers having electric brakes*	0.00	0.00	\$230.00
61J	6-TON HYDRAULIC JACK *Required in RI*	0.00	0.00	\$55.00
945	STAINLESS STEEL WHEEL COVER (LPO)	0.00	0.00	\$410.00
18B	6" ANGULAR BLACK MOLDED CAB STEPS IN COLOR RUNNING BOARD	17.00	13.00	\$320.00
433	SLIDING REAR WINDOW W/PRIVACY GLASS *Requires valid FIN code*	3.00	1.00	\$125.00
585	AM/FM STEREO W/CD/MP3 PLAYER -inc: aux input jack, digital clock, (4) speakers	4.00	2.00	\$275.00



Contract Price: \$27,178 (Price Line: 8)  
 Contract Discount: 10% (Price Line: 15)  
 Contractor: Celebrity Ford  
 Contract#: A83560

Prepared By:  
 New Jersey Procurement Bureau

2013 Ford Super Duty F-450 DRW

• VEHICLE REPORT

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

OPTIONAL EQUIPMENT

Code	Description	Front Wt	Rear Wt	MSRP
58Y	RADIO DELETE (N/A w/65C Dual Diesel Fuel Tanks) *Requires valid FIN code* *CREDIT*	-4.00	-1.00	-\$50.00
91M	SYNC VOICE-ACTIVATED COMMUNICATIONS & ENTERTAINMENT SYSTEM -inc: Bluetooth capability, steering wheel audio controls, USB port, AppLink, audio input jack, 911 assist, vehicle health report (REQ: 62D Steering Wheel Audio Control, 585 Radio)	0.00	0.00	\$295.00
62D	STEERING WHEEL AUDIO CONTROLS (REQ: 91M SYNC)	0.00	0.00	\$70.00
76S	REMOTE START SYSTEM (REQ: 90L Pwr Equipment Group)	0.00	0.00	\$195.00
525	CRUISE CONTROL *Requires valid FIN code*	3.00	1.00	\$235.00
41A	RAPID-HEAT SUPPLEMENTAL CAB HEATER (REQ: Air Conditioning) (REQ: 99T Engine) (REQ: 67D or 67A Alternators)	3.00	21.00	\$250.00
942	DAYTIME RUNNING LIGHTS *Requires valid FIN code*	2.00	0.00	\$45.00
556	SIDE CURTAIN AIRBAG DELETE *Requires valid FIN code*	0.00	0.00	\$0.00
557	PASSENGER SIDE & FRONT SIDE CURTAIN AIRBAG DELETE (N/A w/91M SYNC) *Requires valid FIN code*	-10.00	-1.00	\$0.00
76C	EXTERIOR BACK-UP ALARM (LPO)	0.00	0.00	\$125.00
C09	PRICED DORA	0.00	0.00	\$0.00
B4A	NET INVOICE FLEET OPTION	0.00	0.00	\$0.00
56M	NATIONAL FLEET INCENTIVE *Available to qualified fleet buyers only. Fleet customer will have the option of selecting the greater of available fleet incentive or retail customer cash incentive. 2013 National Fleet Incentives include all applicable Commercial Fleet Credits* *CREDIT*	0.00	0.00	\$0.00
	w/99T	0.00	0.00	\$0.00
	w/99Y	0.00	0.00	\$0.00
	BID ASSISTANCE	0.00	0.00	\$0.00
<b>SHIP THRU CODES</b>				
31A	SHIP THRU ALTEC	0.00	0.00	\$0.00
31B	SHIP THRU READING EQUIPMENT & DISTRIBUTION	0.00	0.00	\$0.00
31E	SHIP THRU L & Z CO	0.00	0.00	\$0.00
31F	SHIP THRU VENCHURS VEHICLE SYSTEMS	0.00	0.00	\$0.00
31G	SHIP THRU NBC TRUCK EQUIPMENT	0.00	0.00	\$0.00

Contract Price: \$27,178 (Price Line: 8)  
Contract Discount: 10% (Price Line: 15)  
Contractor: Celebrity Ford  
Contract#: A83560

Prepared By:  
New Jersey Procurement Bureau

2013 Ford Super Duty F-450 DRW

• VEHICLE REPORT

2013 Ford Super Duty F-450 DRW F4H 4WD Reg Cab 141" WB 60" CA XL

OPTIONAL EQUIPMENT

Code	Description	Front Wt	Rear Wt	MSRP
31L	SHIP THRU LOUISVILLE TRUCK EQUIPMENT	0.00	0.00	\$0.00
31M	SHIP THRU MANNING	0.00	0.00	\$0.00
31N	SHIP THRU MONROE TRUCK EQUIPMENT	0.00	0.00	\$0.00
31P	SHIP THRU ROUSH INDUSTRIES	0.00	0.00	\$0.00
31S	SHIP THRU ABC DISTRIBUTION LLC	0.00	0.00	\$0.00
31T	SHIP THRU PALFLEET TRUCK EQUIPMENT	0.00	0.00	\$0.00
31V	SHIP THRU KNAPHEIDE	0.00	0.00	\$0.00
31W	SHIP THRU WESTPORT LD *No Longer Factory Orderable, See Dealer for Current Availability*	0.00	0.00	\$0.00
D9E	KENTUCKY TRUCK ASSEMBLY PLANT	0.00	0.00	\$0.00

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.755

Agenda No. 10.2

Approved: NOV 13 2013

TITLE:



## **RESOLUTION AWARDING AN OPEN-END CONTRACT TO BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

### **COUNCIL**

### **OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the **Supply and Delivery of Lumber and Assorted Materials** for the Department of Public Works/Division of Buildings and Street Maintenance; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received Two (2) bids, the lowest responsible bid being that from **Bayway Lumber, 400 Ashton Avenue, Linden Jersey City, NJ 07036** in the total bid amount of **Two Hundred Thirty Seven Thousand, Ninety (\$237,090.58) Dollars and Fifty Eight Cents**; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bids to be fair and reasonable; and

**WHEREAS**, this contract is awarded as an open-end contract, for the period of (1) one year and the City reserves the right to extend the contract for up to (2) two additional (1) one year terms pursuant to specifications and bids thereon; and

**WHEREAS**, **Two Hundred Thirty Seven Thousand, Ninety (\$237,090.58) Dollars and Fifty Eight Cents**, will be budgeted for the 2013, 2014, 2015 and 2016 temporary and permanent budgets subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the funds for this purchase are available in **Operating Account # 01-201-26-291-211**; and

**WHEREAS**, the sum of **Ten Thousand (\$10,000.00) Dollars** is available in the 2013 permanent budget; and

### **Department of Public Works/Division of Building & St. Maint.**

Acct #	P.O #	Amount
01-201-26-291-211	111699	\$10,000.00
<b>Temp. Encumb.</b>		<b>\$237,090.58</b>
<b>TOTAL CONTRACT</b>		

**WHEREAS**, the remaining contract funds will be made available as orders are placed in the 2013 thru 2016 temporary and permanent budgets; and

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq. and

City Clerk File No. 10.7Agenda No. NOV 13 2013

TITLE: **RESOLUTION AWARDING AN OPEN-END CONTRACT TO BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

WHEREAS, if funds are not available for the contract in the 2013 thru 2016 temporary and permanent budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Bayway Lumber**, be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Director is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractors shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

Department of Public Works/Division of Building & St. Maint.

Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-211	111699		\$10,000.00
TOTAL CONTRACT			\$237,090.58

APPROVED by Peter Folgado, RPPO  
Peter Folgado, Purchasing Director, RPPO, QPA

APPROVED: [Signature]

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Roblaro, R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AWARDING AN OPEN-END CONTRACT TO BAYWAY LUMBER FOR THE SUPPLY AND DELIVERY OF LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Michael Razzoli, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Two (2)

**DATE BIDS WERE PUBLICLY RECEIVED:**

October 22, 2013

**NUMBERS OF BIDS RECEIVED:**

Two (2)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Lumber and Assorted Materials for The Department of Public Works/Division of Building & Street Maintenance.

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Bayway Lumber 400 Ashton Avenue Linden, NJ 07036	\$237,090.58
2) Duncan Hardware Inc 776 West Side Avenue Jersey City, NJ 07306	\$248,708.40

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

Date

11/11/13

Peter Folgado, Director of Purchasing, RPPO, QPA

# RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☒ BIDS

REQ NO. 0163666

PO # 111699

DEPT/DIV: DPW/Building & St. Maint.

SUBJ: Lumber & Assorted Materials

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

NOTE:

## BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution
Proposal Page/Amounts	x				x
EEO/AA Compliance	x				
BRC/Validation	x				
Certification Regarding Suspension/Debarment	x				
Legislative Fact Sheet/ Determination of Value	x				

Notes:

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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.756  
Agenda No. 10.Z.1  
Approved: NOV 13 2013  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STATEWIDE STRIPING FOR TRAFFIC STRIPING AND CROSSWALK MAINTENANCE PROGRAM, PROJECT NO. 13-017 FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Traffic Striping and Crosswalk Maintenance Program, Project No. 13-017** for the Department of Public Works/Division of Architecture, Engineering, Traffic & Transportation pursuant to specifications and bids thereof; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Two (2) Bids**, the lowest responsible bid being that from **Statewide Striping**, 499 Pomeroy Road, Parsippany, NJ 07054 in the total bid amount of **Five Hundred Fifty Seven Thousand, Six Hundred Thirty Four (\$557,634.70) Dollars and Seventy Cents**; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the sum of **Five Hundred Fifty Seven Thousand, Six Hundred Thirty Four (\$557,634.70) Dollars and Seventy Cents**, is available in the 2013 permanent budget; and

**WHEREAS**, the funds for this purchase are available in **Capital Account # 04-215-55-924-990**; and

Dept. of Public Works/Division of Architecture, Engineering, Traffic & Transportation	Acct. No.	P.O. #	Amount
	04-215-55-924-990	111700	Capital Account \$557,634.70

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. Seq.

**WHEREAS**, if funds are not available for the contract in the 2013 permanent budgets, the contract will be terminated.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Statewide Striping** be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

City Clerk File No. Res. 13.756  
 Agenda No. 10.Z.1 **NOV 13 2013**

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STATEWIDE STRIPING FOR TRAFFIC STRIPING AND CROSSWALK MAINTENANCE PROGRAM, PROJECT NO. 13-017 FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account No. 04-215-55-924-990

Dept. of Public Works/Division of Architecture, Engineering, Traffic & Transportation  
 Acct. No. P.O. # Amount  
 04-215-55-924-990 111700 Capital Account \$557,634.70

Approved by Peter Folgado, PPS  
 for Peter Folgado, Director of Purchasing, QPA

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								11.13.13			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
 Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
 Robert Byrne, City Clerk



**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO STATEWIDE STRIPING FOR TRAFFIC STRIPING AND CROSSWALK MAINTENANCE PROGRAM, PROJECT NO. 13-017 FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Michael Razzoli, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Seven (7)

**DATE BIDS WERE PUBLICLY RECEIVED:**

October 10, 2013

**NUMBERS OF BIDS RECEIVED:**

Two (2)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Traffic Striping & Crosswalk Maintenance Program, Project No. 13-017 for the Department of Public Works/Division of Architecture, Engineering, Traffic and Transportation.

**BIDDER'S INFORMATION:**

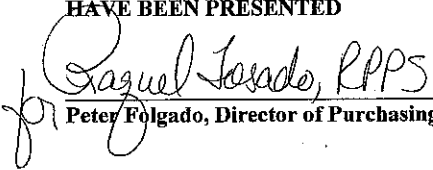
- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Statewide Striping 499 Pomeroy Road Parsippany, NJ 07054	\$557,634.70
2) Zone Striping Inc 718 Jacob Harris Lane P.O Box. 568 Glassboro, NJ 08028	\$820,333.60

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED

Date 11/4/13

  
Peter Folgado, Director of Purchasing, RPPO, QPA

# RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☒ BIDS

REQ NO. 0163848

PO # 111700

DEPT/DIV: DPW/Architecture, Engineering

SUBJ: Traffic Striping & Crosswalk Maintenance Program  
Project No. 13-017

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

NOTE:

## BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution
Proposal Page/Amounts		x			x
EEO/AA Compliance		x			
BRC/Validation		x			
Certification Regarding Suspension/Debarment		x			
Legislative Fact Sheet/ Determination of Value		x			

Notes:

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# RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☒ BIDS

REQ NO. 0163848

PO # 111700

DEPT/DIV: DPW/Architecture, Engineering

SUBJ: Traffic Striping & Crosswalk Maintenance Program  
Project No. 13-017

## GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

NOTE:

## BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution
Proposal Page/Amounts		x			x
EEO/AA Compliance		x			
BRC/Validation		x			
Certification Regarding Suspension/Debarment		x			
Legislative Fact Sheet/ Determination of Value		x			

Notes:

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**SCHEDULE OF PRICES**

**ITEM NO. 1 TRAFFIC CONES**

50 Units @ \$ .01 per Unit

\$ 0.50

one cent  
(Write Unit Price)

**ITEM NO. 2 INSTALL TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC  
4" WIDE**

240,000 L.F. @ \$ .56 per L.F.

\$ 134,400.00

fifty six cents  
(Write Unit Price)

**ITEM NO. 3 INSTALL TRAFFIC STRIPES, LATEX (WATER-BORNE PAINT)  
4" WIDE**

1,000 L.F. @ \$ .20 per L.F.

\$ 200.00

twenty cents  
(Write Unit Price)

**ITEM NO. 4 REMOVE TRAFFIC STRIPES, LONG LIFE,  
THERMOPLASTIC, 4" WIDE**

2,000 L.F. @ \$ .10 per L.F.

\$ 200.00

ten cents  
(Write Unit Price)

**ITEM NO. 5 REMOVE TRAFFIC STRIPES, LATEX (WATER-BORNE  
PAINT), 4" WIDE**

100 L.F. @ \$ .10 per L.F.

\$ 10.00

ten cents  
(Write Unit Price)

**SCHEDULE OF PRICES (Continued)**

**ITEM NO. 6    INSTALL TRAFFIC MARKINGS / SYMBOLS, LONGLIFE, THERMOPLASTIC**

19,200 S.F. @ \$ 4.50 per S.F.                      \$ 86,400.00

Four dollars + fifty cents  
(Write Unit Price)

**ITEM NO. 7    INSTALL TRAFFIC MARKINGS / SYMBOLS, LATEX (WATER-BORNE PAINT)**

39,615 S.F. @ \$ 1.00 per S.F.                      \$ 39,615.00

One dollar + no cents  
(Write Unit Price)

**ITEM NO. 8    REMOVE TRAFFIC MARKINGS / SYMBOLS, LONGLIFE, THERMOPLASTIC**

500 S.F. @ \$ .50 per S.F.                      \$ 250.00

fifty cents  
(Write Unit Price)

**ITEM NO. 9    REMOVE TRAFFIC MARKINGS / SYMBOLS, LATEX (WATER-BORNE PAINT)**

100 S.F. @ \$ .50 per S.F.                      \$ 50.00

fifty cents  
(Write Unit Price)

**SCHEDULE OF PRICES (Continued)**

**ITEM NO. 10 REPAIR OF POLYMER CEMENT SLURRY SURFACE  
DECORATIVE CROSSWALK**

2,000 S.F. @ \$        per S.F.

\$ N/A

        
(Write Unit Price)

**ITEM NO. 11 REPAIR OF POLYMER-RESIN IMPRINTED DECORATIVE  
CROSSWALK, 3/4" THICK (INCLUDES REMOVAL &  
DISPOSAL)**

500 S.F. @ \$        per S.F.

\$ N/A

        
(Write Unit Price)

**ITEM NO. 12 INSTALLATION OF REGULATORY / WARNING SIGN  
WITH STEEL U-POST**

5137  
~~2,955~~ S.F. @ \$ 32.00 per S.F.

\$ 164,384.00

Thirty-two dollars + no cents

(Write Unit Price)

**ITEM NO. 13 TRAFFIC DIRECTOR, JERSEY CITY POLICE**

1.652 Hours @ \$ 40.00 per Hour

\$ 66,080.00

Forty Dollars and No Cents

(Write Unit Price)

**ITEM NO. 14    TRAFFIC DIRECTOR, JERSEY CITY POLICE  
(OVERTIME RATE)**

150 Hours @ \$ 57.50 per Hour

\$ 8,625.00

Fifty Seven Dollars and 50 Cents  
(Write Unit Price)

**TOTAL BASE BID PRICE**

\$ 500,214.50  
(In figures)

Five hundred thousand two hundred fourteen dollars and  
fifty cents  
(Price in Words - Dollars and Cents)

**ALTERNATIVE BID "A"**  
**PRIORITY #5 BICYCLE INFRASTRUCTURE**

**ITEM NO. 1    TRAFFIC CONES**

20 Units @ \$ .01 per Unit                      \$ .20

one cent  
(Write Unit Price)

**ITEM NO. 2    INSTALL TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC  
4" WIDE**

16,100 L.F. @ \$ .56 per L.F.                      \$ 9,016.00

fifty six cents  
(Write Unit Price)

**ITEM NO. 6    INSTALL TRAFFIC MARKINGS / SYMBOLS, LONG LIFE,  
THERMOPLASTIC**

3,025 S.F. @ \$ 4.50 per S.F.                      \$ 13,612.50

four dollars + fifty cents  
(Write Unit Price)

**ITEM NO. 7    INSTALL TRAFFIC MARKINGS / SYMBOLS, LATEX (WATER-  
BORNE PAINT)**

4,130 S.F. @ \$ 1.00 per S.F.                      \$ 4,130.00

One dollar + no cents  
(Write Unit Price)



ITEM NO. 12 INSTALLATION OF REGULATORY / WARNING SIGN  
WITH STEEL U-POST

<sup>632</sup>  
~~4225~~ S.F. @ \$ 32.00 per S.F. \$ 20,224.00

thirty two dollars + no cents  
(Write Unit Price)

ITEM NO. 13 TRAFFIC DIRECTOR, JERSEY CITY POLICE

225 Hours @ \$ 40.00 per Hour \$ 9,000.00

Forty Dollars and No Cents  
(Write Unit Price)

ITEM NO. 14 TRAFFIC DIRECTOR, JERSEY CITY POLICE  
(OVERTIME RATE)

25 Hours @ \$ 57.50 per Hour \$ 1,437.50

Fifty Seven Dollars and 50 Cents  
(Write Unit Price)

**TOTAL ALTERNATIVE "A" BID PRICE**

<sup>JP</sup>  
\$ 57,420.20  
(In figures)

Fifty seven thousand four hundred twenty dollars and  
twenty cents  
(Price in Words - Dollars and Cents)

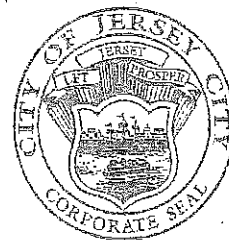
# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.757

Agenda No. 10.Z.2

Approved: NOV 13 2013

TITLE:



**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF NEE, BEACHAM AND GANTNER TO CLEARY, GIACOBBE, ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED MONTONE V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, Valerie Montone filed a complaint in Federal District Court of New Jersey against the City of Jersey, former Mayor Jerramiah Healy and former Police Chief Robert Troy alleging violations of her civil rights; and

**WHEREAS**, the Corporation Counsel determined that it was necessary to engage outside counsel to represent the City of Jersey City and former Mayor Jerramiah Healy in this matter and Nee Beacham and Ganter was retained; and

**WHEREAS**, the firm of Nee Beacham and Ganter, Esqs. has been dissolved; and

**WHEREAS**, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC possesses the skills and expertise to perform these services; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

**WHEREAS**, because this matter continues to be litigated, additional services are required; and

**WHEREAS**, N.J.S.A. 19:44A-20-4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

**WHEREAS**, in May, 2011 the City publically advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC have submitted their Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the resolution reauthorizing the award and the agreement itself must be available for public inspection; and

**WHEREAS**, funds are available for the cost of these services in **Account No.13-14-298-56-000-856**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC is hereby authorized for one year, effective November 13, 2013, at the hourly rate of **\$125.00** per hour, including expenses for a total amount of **\$45,713.65** remaining from the previous contract for a total contract amount of **\$50,000**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. This contract is awarded without competitive bidding, as a professional services Contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

City Clerk File No. Res. 13.757  
 Agenda No. 10.Z.2 NOV 13 2013

TITLE:

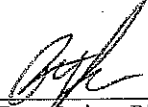
**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT  
 WITH THE LAW FIRM OF NEE, BEACHAM AND GANTNER TO CLEARY, GIACOBBE,  
 ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER  
 MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED ASTRIAB V. CITY OF JERSEY  
 CITY, ET AL.**

4. A copy of the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No. 13-14-298-56-000-856 for payment of this resolution.

  
 Peter Soriero, Risk Manager

JF/igp  
 10/28/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

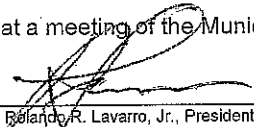
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rafael R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

October 28, 2013

President and Council Members of the Municipal Council  
City Hall-280 Grove Street  
Jersey City, NJ 07302

**Re: Professional Services Agreement with Nee, Beacham & Gantner in the matter of  
Montone v. City of Jersey City, et al. and Astriab v. City of Jersey City, et al.**

Dear President and Council Members of the Municipal Council:

These resolutions authorize Agreements between the City of Jersey City and the law firm of Cleary Giacobbe Alfieri Jacobs, LLC to represent the City of Jersey City and former Mayor Jerramiah T. Healy in a pair of related cases, entitled Montone v. City of Jersey City, et al. and Astriab v. City of Jersey City, et al.

These are continuing cases presently pending in the United States District Court in the District of New Jersey and in the Superior Court of New Jersey, Appellate Division.

The attorney responsible for the handling of these files has joined the firm of Cleary Giacobbe Alfieri Jacobs, LLC and the predecessor firm of Nee Beacham & Gantner is dissolved. Accordingly, a new Agreement with the successor firm is required.

No additional monies are sought in the resolutions.

Very truly yours,

  
JEREMY FARRELL  
CORPORATION COUNSEL

MD/igp

c: Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk

## AGREEMENT

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Richard Gantner, Esq. of Cleary, Giacobbe, Alfieri, Jacobs, LLC (Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

### Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City, the Jersey City Police Department and former Mayor Jerramiah Healy with legal services in connection with the matter of Montone, et al. v City of Jersey City, et al. Special Counsel shall submit 60 day status reports to the Corporation Counsel with a complete analysis of legal issues, risk of liability and the likely number of depositions to be taken. Special Counsel shall provide a brief summary of each deposition upon completion.

### Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

### Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$45,713.65 which is the remainder of the previous agreement.

B. The **Special Counsel** shall provide a monthly statement for services rendered.

The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

D. The Corporation Counsel reserves the right to terminate this agreement at any time for any reason whatsoever. Upon termination, **Special Counsel** shall be paid for services rendered up to the date of termination. Thereafter, this agreement shall be null and void with no further rights or obligations emanating therefrom.

E. This agreement shall not become effective and **Special Counsel** shall provide no services under this agreement until he or she has executed the following documents:

- (1) Minority/Woman Business Enterprise Questionnaire;
- (2) Procurement and Service Contracts, Language "A";
- (3) Mandatory Business Registration.

#### **Billing Practices and Other Guidelines Procedures**

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page

charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and

- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultations between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.



### Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

### New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract; or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$43,779.02 for each business registration copy not properly provided under a contract with a contracting agency.

### Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this agreement shall end on **November 13, 2014**.

### Affirmative Action Plan

- (A) If the contract exceeds \$36,000, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
  - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
  - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$36,000).

### City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals

make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Attest:

City of Jersey City

---

Robert Byrne  
City Clerk

---

Robert Kakoleski  
Acting Business Administrator

WITNESS:

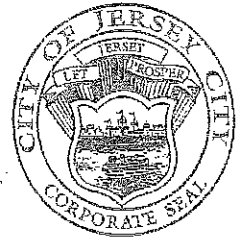
Cleary, Giacobbe, Alfieri, Jacobs, LLC

---

Richard Gantner, Esq.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.758  
Agenda No. 10.7.3  
Approved: NOV 13 2013  
TITLE:



**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF NEE, BEACHAM AND GANTNER TO CLEARY, GIACOBBE, ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED ASTRIAB V. CITY OF JERSEY CITY, ET AL.**

**WHEREAS**, John Astriab and several other police officers filed a complaint in Federal District Court of New Jersey against the City of Jersey City, former Mayor Jerramiah Healy and former Police Chief Robert Troy alleging they were denied promotion to the rank of police lieutenant for discriminatory and retaliatory reasons; and

**WHEREAS**, the Corporation Counsel determined that it was necessary to engage outside counsel to represent the City of Jersey City and former Mayor Jerramiah Healy in this matter and Nee Beacham and Ganter was retained; and

**WHEREAS**, the firm of Nee Beacham and Ganter, Esqs. has been dissolved; and

**WHEREAS**, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC possesses the skills and expertise to perform these services; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

**WHEREAS**, because this matter continues to be litigated, additional services are required; and

**WHEREAS**, N.J.S.A. 19:44A-20-4 et seq. (Pay-to-Play) took effect on January 1, 2006; and

**WHEREAS**, in May, 2011 the City publically advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC have submitted their Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the resolution reauthorizing the award and the agreement itself much be available for public inspection; and

**WHEREAS**, funds are available for the cost of these services in **Account No.13-14-208-56-000-856**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC is hereby authorized for one year, effective November 13, 2013, at the hourly rate of **\$125.00** per hour, including expenses for a total amount of **\$43,779.02** remaining from the previous contract for a total contract amount of **\$50,000**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. This contract is awarded without competitive bidding, as a professional services Contract under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

City Clerk File No. Res. 13.758Agenda No. 10.7.3 NOV 13 2013

TITLE:

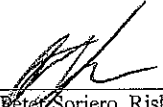
**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT  
WITH THE LAW FIRM OF NEE, BEACHAM AND GANTNER TO CLEARY, GIACOBBE,  
ALFIERI, JACOBS, LLC TO REPRESENT THE CITY OF JERSEY CITY AND FORMER  
MAYOR JERRAMIAH HEALY IN THE MATTER ENTITLED ASTRIAB V. CITY OF JERSEY  
CITY, ET AL.**

4. A copy of the resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in Account No. 13-14-298-56-000-856 for payment of this resolution.

  
Peter Soriero, Risk Manager

JF/igp  
10/28/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

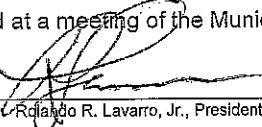
APPROVED 8-0

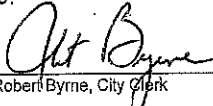
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL  
CORPORATION COUNSEL

October 28, 2013

President and Council Members of the Municipal Council  
City Hall-280 Grove Street  
Jersey City, NJ 07302

**Re: Professional Services Agreement with Nee, Beacham & Gantner in the matter of  
Montone v. City of Jersey City, et al. and Astriab v. City of Jersey City, et al.**

Dear President and Council Members of the Municipal Council:

These resolutions authorize Agreements between the City of Jersey City and the law firm of Cleary Giacobbe Alfieri Jacobs, LLC to represent the City of Jersey City and former Mayor Jerramiah T. Healy in a pair of related cases, entitled Montone v. City of Jersey City, et al. and Astriab v. City of Jersey City, et al.

These are continuing cases presently pending in the United States District Court in the District of New Jersey and in the Superior Court of New Jersey, Appellate Division.

The attorney responsible for the handling of these files has joined the firm of Cleary Giacobbe Alfieri Jacobs, LLC and the predecessor firm of Nee Beacham & Gantner is dissolved. Accordingly, a new Agreement with the successor firm is required.

No additional monies are sought in the resolutions.

Very truly yours,

  
JEREMY FARRELL  
CORPORATION COUNSEL

MD/igp

c: Robert Kakolesski, Business Administrator  
Robert Byrne, City Clerk

## AGREEMENT

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Richard Gantner, Esq. of Cleary, Giacobbe, Alfieri, Jacobs, LLC (Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

### Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City, the Jersey City Police Department and former Mayor Jerramiah Healy with legal services in connection with the matter of Astriab, et al. v City of Jersey City, et al. Special Counsel shall submit 60 day status reports to the Corporation Counsel with a complete analysis of legal issues, risk of liability and the likely number of depositions to be taken. Special Counsel shall provide a brief summary of each deposition upon completion.

### Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

### Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$125.00 per hour, including expenses. The total amount of this agreement shall not exceed \$43,779.02 which is the remainder of the previous agreement.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

D. The Corporation Counsel reserves the right to terminate this agreement at any time for any reason whatsoever. Upon termination, **Special Counsel** shall be paid for services rendered up to the date of termination. Thereafter, this agreement shall be null and void with no further rights or obligations emanating therefrom.

E. This agreement shall not become effective and **Special Counsel** shall provide no services under this agreement until he or she has executed the following documents:

- (1) Minority/Woman Business Enterprise Questionnaire;
- (2) Procurement and Service Contracts, Language "A";
- (3) Mandatory Business Registration.

#### **Billing Practices and Other Guidelines Procedures**

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page



charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and

- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultations between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

### Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

### New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$43,779.02 for each business registration copy not properly provided under a contract with a contracting agency.

### **Special Provisions**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this agreement shall end on **November 13, 2014**.

### **Affirmative Action Plan**

- (A) If the contract exceeds \$36,000, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
  - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
  - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$36,000).

### **City of Jersey City Contractor Pay-to-Play Reform Ordinance**

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals

make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

**Attest:**

**City of Jersey City**

---

**Robert Byrne**  
**City Clerk**

---

**Robert Kakoleski**  
**Acting Business Administrator**

**WITNESS:**

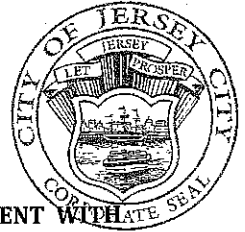
**Cleary, Giacobbe, Alfieri, Jacobs, LLC**

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**Richard Gantner, Esq.**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.759  
Agenda No. 10.Z.4  
Approved: NOV 13 2013



TITLE:

## **RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF WEINER LESNIAK TO INITIATE AND SERVE AS SPECIAL COUNSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City requires the services of an attorney to represent the City of Jersey City and serve as special counsel in matters pertaining to the Port Authority of New York & New Jersey; and

**WHEREAS**, the law firm of Weiner Lesniak is experienced and highly qualified to perform these services; and

**WHEREAS**, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$50,000**; and

**WHEREAS**, such services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law); and

**WHEREAS**, in September, 2013, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Weiner Lesniak submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

**WHEREAS**, Weiner Lesniak has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Weiner Lesniak from making any reportable contributions during the term of the contract; and

**WHEREAS**, Weiner Lesniak has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Weiner Lesniak has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds are available for the costs of these services in **Account No. 13-01-201-20-155-312**.

**NOW THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF WEINER LESNIAK TO INITIATE AND SERVE AS SPECIAL COUSEL ON BEHALF OF THE CITY OF JERSEY CITY IN COMMERCIAL LITIGATION**

1. The Mayor or Business Administrator is authorized to execute a professional services agreement attached hereto with the law firm of Weiner Lesniak to initiate litigation and to serve as special counsel to represent the City of Jersey City in commercial litigation.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.: 13-01-201-20-155-312** for payment of this resolution. PO# 111209

Donna Mauer

Donna Mauer, Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## AGREEMENT

This Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Weiner Lesniak, LLP ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

### Scope of Agreement

Special Counsel is hereby retained as an independent contractor to: see "Schedule A" attached herewith.

### Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

### Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$150 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the preceding month. Special Counsel shall contact the City when Special Counsel are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

### Billing Practices and Other Guidelines Procedures



Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;

- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings,

depositions, conferences or hearings unless the City authorizes such attendance in advance.

### Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

### New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

### Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

### Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
  - 1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
  - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

\_\_\_\_\_  
Robert Byrne  
City Clerk

\_\_\_\_\_  
Robert Kakoleski  
Acting Business Administrator

WITNESS:

\_\_\_\_\_  
Weiner Lesniak, LLC.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 13.760

Agenda No. \_\_\_\_\_ 10.Z.5



## WITHDRAWN

### RESOLUTION DESIGNATING JANUARY 11<sup>th</sup> AS HUMAN TRAFFICKING AWARENESS DAY IN THE CITY OF JERSEY CITY

**WHEREAS**, human trafficking is a borderless crime against individuals that violates the most basic human rights and deprives victims of every shred of personal freedom; and

**WHEREAS**, human trafficking occurs when a person is recruited, harbored, obtained, or exported through force, fraud, or coercion for the purposes of sexual or labor exploitation, involuntary servitude, and other types of mental and physical abuse; and

**WHEREAS**, human traffickers target impoverished and marginalized children, women and men, isolating them from society and supportive networks and exploiting them for personal and monetary gain; and

**WHEREAS**, human trafficking is the fastest growing criminal enterprise in the world today, and is tied with arms smuggling as the second largest international criminal industry, falling only behind the illicit drug trade; and

**WHEREAS**, the United Nations' International Labour Organization has estimated that at least 12.3 million adults and children worldwide are currently in forced labor, bonded labor, or forced prostitution; and it is estimated that more people are now harmed by human trafficking worldwide than have been at any other point in human history. Approximately eighty (80%) percent of the victims are women and girls, and fifty (50%) percent are younger than age 18; and

**WHEREAS**, many victims trafficked into the United States do not speak or understand English and are unable to communicate to seek rescue. Under United States law, any person under 18 years old involved in the commercial sex industry is considered a victim of human trafficking and victims include United States citizens and documented immigrants; and

**WHEREAS**, New Jersey is a prime location for human trafficking because it is a major national and international transportation corridor and a culturally diverse state; and

**WHEREAS**, the City of Jersey City and the surrounding area is considered a major hub for human trafficking; and

**WHEREAS**, in July 2013, the Federal Bureau of Investigations ("FBI") in partnership with local, state, and federal law enforcement agencies carried out the largest sex-trafficking crackdown in United States history (known as "Operation Cross County") resulting in the rescue of one child in New Jersey among 105 sexually exploited children, and five (5) alleged pimps were among at least seventy (70) individuals arrested in and around Jersey City, Fairfield and Atlantic City; and

**WHEREAS**, in February 2014, the City of Jersey City and the surrounding area will be host to the Super Bowl XLVIII at MetLife Stadium and will experience an increase in sex trafficking and prostitution;

**WHEREAS**, human trafficking is modern-day slavery, a practice that is in direct opposition to the fundamental principles of liberty and human rights upon which our nation was founded; and

**WHEREAS**, on February 1, 1865, President Abraham Lincoln signed the 13th Amendment to the United States Constitution. Once ratified, it officially outlawed slavery and involuntary servitude except as punishment for a crime; and

**WHEREAS**, although the federal government and the State of New Jersey have enacted laws to prosecute human traffickers and protect the victims of human trafficking, traffickers use techniques to keep their victims enslaved that severely limit self-reporting and that require broad public awareness of human trafficking issues for enforcement and prevention to occur; and

**WHEREAS**, the New Jersey State Constitution declares that all persons are by nature free and independent and have certain natural and unalienable rights; and

**WHEREAS**, the people of New Jersey, regardless of political persuasion, creed, race, or national origin, stand together with the global community to protect the fundamental freedoms and rights of all persons, to fight the proliferation of human trafficking in all of its forms, and to assist survivors of modern day slavery; and

**WHEREAS**, the City of Jersey City stands committed to protecting human rights and individual freedom by eliminating human trafficking; and

**WHEREAS**, the City of Jersey City is resolved to support the goals and ideals of observing a National Day of Human Trafficking Awareness on January 11 of each year and to support all efforts by individuals, businesses, organizations, and governing bodies to raise awareness of and opposition to human trafficking; and

TITLE:

**Resolution Designating January 11<sup>th</sup> as Human Trafficking Awareness Day in the City of Jersey City**

**WHEREAS**, the City commends the work of the N.J. Coalition Against Human Trafficking for its statewide efforts to end human trafficking through education, advocacy, and assistance to survivors and to increase coordination and visibility of New Jersey's commitment to end human trafficking;

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby proclaim January 11 of each year as Human Trafficking Awareness Day in the City of Jersey City, to raise awareness about the signs and consequences of human trafficking, to promote opposition to human trafficking in all of its forms, and to encourage support for the survivors of human trafficking throughout the State of New Jersey and across the world to put an end to this criminal activity and restore freedom and dignity to its survivors.

G:\WPDOCS\TOLONDA\RESOS\DAY\Human Trafficking Awareness Day- Submitted by Basso - Lavarro.docx

**WITHDRAWN**

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13-761

Agenda No. 10.Z.6

Approved: NOV 13 2013

TITLE:



## RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM (JCETP) FOR THE PROVISION OF REENTRY SERVICES

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

**WHEREAS**, the City of Jersey City desires to provide reentry services to formerly incarcerated individuals; and

**WHEREAS**, reentry services, including but not limited to skills assessment, job training, counseling, referrals to substance abuse counseling, and post job placement assessments have been shown to reduce recidivism rates; and

**WHEREAS**, the Jersey City Employment and Training Program (JCETP) has a demonstrated record of providing job training and job development services to Jersey City residents and is uniquely qualified to provide reentry services; and

**WHEREAS**, N.J.S.A. 40A:11-5 et seq authorizes the City to award a contract without public advertising for bids if the contract is for an unspecifiable extraordinary service; and

**WHEREAS**, the City has a need to acquire these services pursuant to the statutory provisions of N.J.S.A. 19:44A-20.4 et seq; and

**WHEREAS**, the Business Administrator has determined and certified in writing that the value of the contract will exceed \$17,500.00, and that the contract award meets the statutory requirements of N.J.S.A. 40A:11-5 et seq and is an unspecifiable extraordinary service, and that the service cannot be practicably obtained through public bidding; and

**WHEREAS**, the City of Jersey City has received a proposal from JCETP in the amount of \$501,725.00; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, this award of contract is contingent upon sufficient funds being appropriated in the FY2013 permanent budget in the following account:  
Department/Division

Acct NO. 13-02-213-40-338-314	\$501,725.00
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**NOW , THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned JCETP be accepted and that a contract be awarded to for an amount not to exceed \$501,725.00, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

City Clerk File No. Res. 13-761Agenda No. NOV 13 2013 10.Z.6

TITLE:

**RESOLUTION AUTHORIZING AN EXTRAORDINARY  
UNSPECIFICABLE SERVICES AGREEMENT WITH THE  
JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM  
(JCETP) FOR THE PROVISION OF REENTRY SERVICES**

**RESOLVED**, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, that the term of this contract shall be for 12 months; and be it further

**RESOLVED**, this contract is awarded without competitive bidding in accordance with N.J.S.A. 40A:11-5 (1) (a) (ii); and be it further

**RESOLVED**, this contract is awarded pursuant to the statutory provisions of N.J.S.A. 19:44A-20.4 et seq (the "Pay to Play" law).

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$501,725.00 are available in Account No. 13-02-213-40-338-314

PO number: 111731

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation CounselCertification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11/13/2013											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council\_\_\_\_\_  
Robert Byrne, City Clerk



**Certification Declaration for an Extraordinary Unspecifiable Service - Reentry Services**

**TO:** Members of the Municipal Council of the City of Jersey City (the "City")

**FROM:** Robert J. Kakoleski, Acting Business Administrator

**DATE:** 11/06/2013

**SUBJECT:** Contract for the provision of Reentry Services for the City

This is to request your approval of a resolution authorizing a contract or contracts to be executed as follows:

**Firm:** Jersey City Employment and Training Program (JCETP)

**Fees:** \$501,725

**Salaries:** \$305,200

**Other Expenses:** \$196,525

**Duration:** 12 months

**Purpose:** Reentry case management, employment development and training for formerly incarcerated clients

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(l)(a)(ii)]. I do hereby certify to the following:

**1. Description of the nature of the work to be done:**

The City requires the services of an organization that can develop and successfully administer programs which will facilitate the reentry of formerly incarcerated individuals into the mainstream job market. Services to be provided include, but are not limited to: skills assessment, job training, counseling, referrals to substance abuse counseling, and post job placement assessments.

**2. Description of why the contract meets the provisions of the statute and rules:**

N.J.S.A. 40A:11-5(l)(a)(ii) authorizes the negotiation and award, by resolution of the governing body, of contracts for "extraordinary unspecifiable services", which are defined in N.J.S.A. 40A:11-2(7) to mean "services which are specialized and qualitative in nature requiring extensive training and proven reputation in the field of endeavor".

N.J.A.C. 5:34-2.2(b) states that "the need for expertise, extensive training and proven reputation in the field of endeavor must be critical and essential to the project, and not merely a desire to have a reliable job performed".

N.J.A.C. 5:34-2.2(c) states that "the services must be of such a qualitative nature that the performance of the services cannot be reasonably described by written qualifications". N.J.S.A. 40A: 11-6.l(b) requires that contracts for extraordinary unspecifiable services in excess of the statutory bid threshold may be awarded only "after a documented effort by the contracting agent to secure competitive quotations" and "upon a determination in writing by the contracting agent that the solicitation of competitive quotations is impracticable".

Job training and employment programs tend to be fairly straightforward and include items such as interview/resume skills and conducting job searches. However, when the client population consists of individuals formerly incarcerated for a variety of criminal offenses, the need for services which are "specialized and qualitative in nature" becomes paramount.

These services, including but not limited to skills assessment, job training, counseling, referrals to substance abuse counseling, and post job placement assessments must take into account the highly specialized needs of a clientele whose prior criminal activities and incarceration place them at a marked disadvantage when reentering both the job market and society in general.

**3. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**

As indicated in the response to Item 2 above, the organization providing reentry services must possess a thorough understanding of the challenges facing the formerly incarcerated, as well as a practical understanding of processes and techniques to prevent recidivism.

Because of the diverse nature of the client population along several dimensions (i.e., age, race, gender, substance abuse, criminal background, mental health issues, educational background, etc), there is no "one size fits all" curriculum, training regimen, or proscribed counseling repertoire that can facilitate success. Each client/case requires an individually tailored combination of services.

Certainly, the goals for employment and recidivism can be promulgated and outcomes can be measured against those goals, but specifying the exact mix of services to reach those goals is difficult to impossible, again, due to the diverse characteristics of the client population.

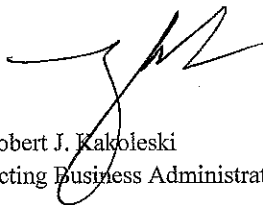
**4. Describe the informal solicitation of quotations:**

Due to the lack of comprehensive service providers in the field of reentry programs, it was deemed impracticable to solicit quotations for these services. JCEPT is the only entity designated under federal regulation as a One Stop Operator for Jersey City. As such, only it can receive both federal and state grants to provide job training services in the City. JCEPT, having implemented the City's job training plan, for over 20 years, is the only entity with the requisite long standing job training experience to perform the expanded services.

In addition, JCETP has a 40-year track record of working with diverse populations that includes men and women on parole. The Executive Director, James McGreevey, has been the Executive Director of the State Parole Board and, in partnership with Integrity House, has developed and implemented programming for incarcerated women at Hudson County Correctional Facility. Adam Friedman, the JCETP Deputy Director, worked for five years at Exodus Transitional Community, a prisoner reentry agency in East Harlem, where he was also the agency Deputy Director.

I have reviewed the rules of the Division of Local Government Services pursuant to N.J. A.C. 5:34-2. 1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof. I further certify that the value of this contract will exceed \$17,500.

Respectfully,

A handwritten signature in black ink, appearing to read 'R. Kokoieski', written over the printed name and title.

Robert J. Kokoieski  
Acting Business Administrator

(Original to be retained by the Municipal Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.762

Agenda No. 10.2.7



## WITHDRAWN

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO  
ASPLUNDH TREE EXPERT TO PROVIDE TREE TRIMMING  
PRUNING AND REMOVAL SERVICES PURSUANT TO STATE  
CONTRACT FOR THE DIVISION OF PARK MAINTENANCE /  
DEPARTMENT OF PUBLIC WORKS

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, tree trimming, pruning and tree removal services are needed to keep the City of Jersey City's(City ) parks and streets safe; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State contract and N.J.A.C. 5:34-7.29(c) requires City Council authorization for contracts exceeding the public bid threshold of \$36,000.00; and

WHEREAS, Asplundh Tree Expert, 708 Blair Mill Road, Willow Grove, Pennsylvania 19090, being in possession of State Contract A 80905 submitted a proposal for tree trimming, pruning and tree removal services; and

WHEREAS, the term of the contract shall be for twelve (12) months effective as of November 14, 2013 and the total cost of the contract shall not exceed **three hundred thousand dollars (\$300,000.00)**; and

WHEREAS, funds in the amount of **thirty thousand dollars (\$30,000.00)** are available in Parks Operating Account No. 13-01-201-28-375-314.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) A contract is awarded to Asplundh Tree Expert for tree trimming, pruning and tree removal services;
- 2) The contract term is for twelve (12) months effective as of November 14, 2013, and the maximum amount of the contract shall not exceed **\$300,000.00**;
- 3) This contract is awarded pursuant to N.J.S.A. 40A:11-12;
- 4) Pursuant to N.J.A.C. 5:30-5.5(c)(2), additional contract funds will be encumbered in the 2014 temporary and permanent calendar year budgets; and
- 5) Upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met; then, payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq; and
- 6) This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(Continued on page 2)

City Clerk File No. Res. 13.762Agenda No. 10.Z.7

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO  
ASPLUNDH TREE EXPERT TO PROVIDE TREE TRIMMING,  
PRUNING AND REMOVAL SERVICES PURSUANT TO STATE  
CONTRACT FOR THE DIVISION OF PARK MAINTENANCE /  
DEPARTMENT OF PUBLIC WORKS**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that  
funds in the amount of **\$30,000.00** are available in Account No. 13-01-201-28-375-314.

Requisition #0164055Purchase Order #111702State Contract #A80905

# WITHDRAWN

MR/sb  
November 6, 2013

APPROVED: Michael Razzoli

Michael Razzoli, Director, Department of Public Works

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <b>11.13.13</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperative agreement:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ASPLUNDH TREE EXPERT TO PROVIDE TREE TRIMMING, PRUNING AND REMOVAL SERVICES PURSUANT TO STATE CONTRACT FOR THE DIVISION OF PARK MAINTENANCE / DEPARTMENT OF PUBLIC WORKS.**

**2. Name and title of person initiating ordinance/resolution, etc.:**

Michael Razzoli, Director of the Department of Public Works for the Division of Park Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

There exists a need tree trimming, pruning and removal services for the Department of Public Works.

**4. Reasons (need) for the proposed program, project, etc.:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ASPLUNDH TREE EXPERT TO PROVIDE TREE TRIMMING, PRUNING AND REMOVAL SERVICES PURSUANT TO STATE CONTRACT FOR THE DIVISION OF PARK MAINTENANCE / DEPARTMENT OF PUBLIC WORKS.**

**5. Anticipated benefits to the community:**

There exists a need tree trimming, pruning and removal services for the Department of Public Works.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

The cost of this state contract is three hundred thousand dollars (\$300,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

November 13, 2014.

**9. Person responsible for coordinating proposed program, project, etc.:**

Cleveland Snow, Acting Director, Division of Park Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Park Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

Peter Folgado, Director of Purchasing, RPPO, QPA Date:

  
Signature of Department Director

11/6/13  
Date:

**CERTIFICATION OF MICHAEL E. RAZZOLI**

I, Michael E. Razzoli, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ASPLUNDH TREE EXPERT TO PROVIDE TREE TRIMMING, PRUNING AND REMOVAL SERVICES PURSUANT TO STATE CONTRACT FOR THE DIVISION OF PARK MAINTENANCE / DEPARTMENT OF PUBLIC WORKS.**
3. The total funds requested for this state contract is \$300,000.00 with a temporary encumbrancy of \$30,000.00.
4. The funds are available in **Park Maintenance Operating Account No. 01-201-28-375-314.**
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 11/6/13

  
\_\_\_\_\_  
Michael E. Razzoli  
Director of Department of Public Works

Requisition #

0164055

**CITY OF JERSEY CITY**

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

Assigned PO #

**Requisition**

**Vendor**  
ASPLUNDH TREE EXPERT CO  
19 RIDGEALE AVENUE, STE 210  
CEDAR KNOLLS NJ 07927

**Dept. Bill To**  
PARK MAINTENANCE  
575 RT. 440  
JERSEY CITY NJ 07305

**Dept. Ship To**  
PARK MAINTENANCE  
575 RT. 440  
JERSEY CITY NJ 07305

AS038993

**Contact Info**  
Cleveland Snow, Acting Dir  
2015474495

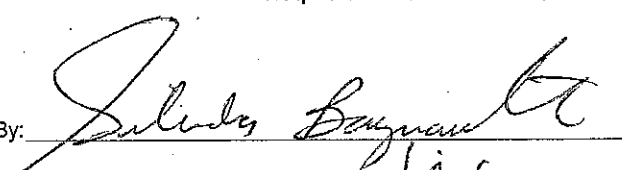
Quantity	UOM	Description	Account	Unit Price	Total
1.00	SC	STATE CONTRACT FOR TREE TRIMMING, PRUNING AND REMOVAL SERVICES  CONTRACT DURATION = 11/14/13 TO 11/13/14  CONTRACT AMOUNT = \$300,000.00 TEMP. ENCUMBRANCY = \$30,000.00  SC # 80905  PPV'S	01-201-28-375-314	30,000.00	30,000.00

Requisition Total 30,000.00

Req. Date: 11/06/2013

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:   
11/6/13.

**This Is Not A Purchase Order**





State of New Jersey  
Department of the Treasury  
Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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## TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T0465 12-x-22219	TREE TRIMMING, PRUNING & REMOVAL SERVICES	ASPLUNDH TREE EXPERT CO	80905
			<a href="#">TOP</a>



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Public Records Act

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This site is maintained by the Division of Revenue and Enterprise Services.

<b>Vendor Name &amp; Address:</b>	ASPLUNDH TREE EXPERT CO 708 BLAIR MILL ROAD WILLOW GROVE, PA 19090-1784
<b>Contact Person:</b>	STEVEN G.ASPLUNDH
<b>Contact Phone:</b>	215-784-4384
<b>Order Fax:</b>	215-784-1308
<b>Contract#:</b>	80905
<b>Expiration Date:</b>	02/28/15
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing *:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

## Silendra Bajnauth

---

**From:** Raymond Reddington  
**Sent:** Monday, November 04, 2013 1:43 PM  
**To:** Silendra Bajnauth  
**Subject:** RE: SC Reso for Tree Trimming

Looks okay.

---

**From:** Silendra Bajnauth  
**Sent:** Monday, November 04, 2013 11:42 AM  
**To:** Raymond Reddington  
**Subject:** RE: SC Reso for Tree Trimming

Please see attached.

Thanks

---

**From:** Raymond Reddington  
**Sent:** Monday, November 04, 2013 11:27 AM  
**To:** Silendra Bajnauth  
**Subject:** RE: SC Reso for Tree Trimming

Please see attached copy of draft no.1 of resolution for changes.

---

**From:** Silendra Bajnauth  
**Sent:** Thursday, October 31, 2013 9:14 AM  
**To:** Raymond Reddington  
**Subject:** SC Reso for Tree Trimming

Good Morning Sir,  
Please see attached for a state contract resolution. Kindly review and advise.

Thanks

*Silendra Bajnauth  
Fiscal Officer  
City of Jersey City / Department of Public Works  
575 Route 440  
Jersey City, NJ 07305*

[Bajnauths@jcnj.org](mailto:Bajnauths@jcnj.org)

201-547-4405 ( Work )  
201-547-5264 ( Fax )

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Asplundh Tree Expert Co (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Asplundh Tree Expert Co

Signed [Signature] Title: Region Manager

Print Name Ryan C. Sever Date: 10/31/13

Subscribed and sworn before me  
this 4th day of November, 2013 Nancy Tuite-Henik  
(Affiant)

My Commission expires: \_\_\_\_\_  
Nancy Tuite-Henik  
(Print name & title of affiant) (Corporate Seal)

**NANCY E. TUIE-HENIK  
Notary Public of New Jersey  
ID No. 2285869  
Commission Exp: 3/27/2017**

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

**Part II – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership    
 ☒ Corporation    
 ☐ Sole Proprietorship    
 ☐ Subchapter S Corporation  
☐ Limited Partnership    
☐ Limited Liability Corporation    
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Asplund Tree Experts Co

Signed: [Signature] Title: Region Manager

Print Name: Robert C. Swier Date: 10/21/13

Subscribed and sworn before me this 4<sup>th</sup> day of November, 2013

My Commission expires:

Nancy Tuite-Henik  
 (Affiant)  
Nancy Tuite-Henik  
 (Print name & title of affiant) (Corporate Seal)

**NANCY E. TUIE-HENIK**  
**Notary Public of New Jersey**  
**ID No. 2285869**  
**Commission Exp: 3/27/2017**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name:	Asplundh Tree Expert Co		
Address:	192 Ege Lane Suite 216		
City:	Cedar Knolls	State:	NS Zip: 07927

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature \_\_\_\_\_

Ryan C. Swer  
Printed Name

Region Manager  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

## AGREEMENT

AGREEMENT made this \_\_\_\_ day of November, 2013 between the CITY OF JERSEY CITY, A Municipal Corporation of the State of New Jersey ("City") and Jersey City Employment and Training Program (JCETP) 895 Bergen Avenue, Jersey City, NJ 07306.

WHEREAS, the City has a need to procure reentry services for formerly incarcerated individuals; and

WHEREAS, JCETP was judged to be uniquely qualified to provide reentry services and was awarded a contract by the City Council on November 13, 2013;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### ARTICLE I

#### Purpose of Agreement

The purpose of this agreement is for Vendor to provide reentry services to formerly incarcerated individuals.

### ARTICLE II

#### Scope of Services

1. Vendor shall perform for the City all the services as described in the proposal submitted by JCETP ("Contract Documents"). The Contract Documents are attached hereto and incorporated herein by reference. The contract consists of this Agreement and the Contract Documents. This Agreement and the Contract Documents are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contract Documents, the provisions of this Agreement shall govern over the provisions of the Contract Documents.

2. The contract term is for 12 months commencing on the date of execution of the Agreement by the City's Business Administrator.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed

by authorized representatives of the City and Vendor. Any modifications which increase the compensation of Vendor shall require the prior authorization of the governing body of the City.

4. The City and JCEPT agree to coordinate their efforts and act in cooperation to fulfill the objectives of the Project Employment Contracting Agreement (PECA) and Project Labor Agreement (PLA), including enforcement, oversight, and compliance. The City agrees to allow JCEPT to have access to the PECAs and PLAs as well as reports filed pursuant to the terms therein. The Business Administrator or his designee will act as a liaison between JCEPT and the City, including the Office of Tax Exemption (Compliance). The liaison will oversee and monitor the City's coordination of efforts with JCEPT and ensure cooperation in the mutual interests of the parties.

### ARTICLE III

#### Contractual Relationship

1. In performing the services under this agreement, Vendor shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. Vendor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

### ARTICLE IV

#### Compensation and Payment

1. The total contract amount shall not exceed the sum of \$501,725.00 per year. Compensation shall be payable upon submission and verification of periodic invoices to the Business Administrator or his designee. Each invoice shall include a description of all services, materials, and equipment for which the invoice is being submitted. Vendor understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

2. The Vendor's final invoice may be submitted after the City's Business Administrator and Vendor agree that all of the services required under this Agreement have been delivered and are acceptable.

### ARTICLE V

#### Insurance



1. Vendor shall purchase and maintain the following insurance during the terms of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Vendor with not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Automobile Liability Coverage: covering as insured VENDOR with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Vendor in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

D. Professional Liability Insurance: covering as insured Vendor with not less than TWO MILLION DOLLARS (\$2,000,000) limit of liability. Said policy shall include an endorsement whereby Vendor indemnifies and holds harmless the City, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of Vendor or any one employed by Vendor.

2. Vendor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. Vendor shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. If the Professional Liability policy is written on a 'claims made' basis then coverage should remain in effect for one year after the termination of the contract.

## ARTICLE VI

### Personnel of the Vendor

1. The Vendor shall engage at his sole expense and be responsible for all experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The Vendor shall pay to any such experts employed on the project, monies commensurate with the professional services rendered by them. It is

understood that all such personnel shall be engaged by the Vendor and not the City, and the Vendor alone is responsible for their work.

2. All personnel assigned to the project by the Vendor shall be required to cooperate fully with personnel assigned to the project by the City and in the event the Vendor's personnel fails to cooperate, the Vendor shall relieve them of their duties on the project when mutually agreed by both the City and the Vendor.

## ARTICLE VII

### Arbitration

1. Any disputes or claims arising out of this agreement or breach thereof shall be decided upon a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this agreement and shall issue a written opinion explaining the reasons for this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this agreement.

## ARTICLE VIII

### Non-Discrimination

In connection with the performance of work under this contract, the Vendor agrees not to discriminate against any employee of applicant because of race, creed, color or national origin.

## ARTICLE IX

### Indemnity

The Vendor shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the Vendor or anyone employed by the Vendor in the performance of this contract.

## ARTICLE X

### Entire Agreement

1. This agreement constitutes the entire agreement between City and Vendor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

#### ARTICLE XI

##### Assignment

Vendor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City Business Administrator which shall not be unreasonably withheld. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

#### ARTICLE XII

##### Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert J. Kakoleski

City Business Administrator

City Hall

280 Grove Street

Jersey City, NJ 07302

James McGreevey

Executive Director

JCETP

895 Bergen Ave

Jersey City, NJ, 07302

#### ARTICLE XIII

#### Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Vendor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

#### ARTICLE XIV

##### Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5, the continuation of the Agreement after the expenditure of funds encumbered in the City's 2013 fiscal year temporary budget is subject to the availability and appropriation of sufficient funds in the City's 2013 fiscal year permanent budget and in subsequent fiscal year budgets. If funds are not available in the 2013 fiscal year permanent budget and in subsequent fiscal year budgets, this Agreement will terminate after the expenditure of the appropriated funds.

#### ARTICLE XV

##### New Jersey Business Registration Requirements

The Vendor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Vendor.

Before final payment on the contract is made by the contracting agency, the Vendor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Vendor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### Article XVI

##### City of Jersey City Pay-to-Play Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

#### Article XVII

##### Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

#### Article XVIII

##### Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A.

19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

---

Robert Byrne, City Clerk

---

Robert J. Kakoleski, Acting Business Administrator

Attest:

JCETP

---

James McGreevey  
Executive Director

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.763

Agenda No. 10.Z.8

Approved: NOV 13 2013

TITLE:



## **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2013 – 2015 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has been designated as the State agency to administer and supervise the federal Community Services Block Grant; and

**WHEREAS**, the Department of Community Affairs intends to award the City of Jersey City an initial allocation of approximately \$304,519.00 for the Community Services Block Grant program; and

**WHEREAS**, the City anticipates a final CSBG funding award of \$870,054.00; and

**WHEREAS**, the Community Services Block Grant will operate from the period of October 1, 2013 through September 30, 2015; and

**WHEREAS**, the City of Jersey City has developed a Community Services Block Grant application consistent with the City's needs and federal regulations; and

**WHEREAS**, the City of Jersey City's application details projects recommended to receive funding for FY2013 – 2014 as identified on the attached page; and

**WHEREAS**, the City of Jersey City has complied with all program requirements and will continue to administer the Community Services Block Grant Program in compliance with such requirements.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the Mayor and/or Business Administrator are hereby authorized to submit a proposal application to the New Jersey Department of Community Affairs for FY2013 – 2015 Community Services Block Grant funding.

City Clerk File No. **Res. 13.763**Agenda No. **10.2.8 NOV 13 2013**

**TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING SUBMISSION OF THE FY2013 - 2015 COMMUNITY SERVICES BLOCK GRANT (CSBG) APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

AGENCY	INITIAL FUNDING	FUNDING LEVEL
Administration	\$ 41,300.00	\$118,000.00
Boys and Girls Club of Hudson County	\$ 6,125.00	\$ 17,500.00
Educational Arts Team	\$ 20,475.00	\$ 58,500.00
Garden State Episcopal Community Development Corp.	\$ 11,637.00	\$ 33,250.00
Grace Van Vorst Community Services	\$ 5,670.00	\$ 16,200.00
Hogar Crea	\$ 3,500.00	\$ 10,000.00
Hudson Community Enterprises	\$ 7,000.00	\$ 20,000.00
JC Dept. of Health & Human Services (Meals on Wheels)	\$ 50,400.00	\$144,000.00
Jersey City Employment & Training Commission	\$ 52,063.00	\$148,750.00
Jersey City Free Public Library	\$ 18,287.00	\$ 52,250.00
Let's Celebrate, Inc.	\$ 21,019.00	\$ 60,054.00
Jersey City Medical Center (MASSH)	\$ 1,750.00	\$ 5,000.00
New City Kids	\$ 15,750.00	\$ 45,000.00
Puertorriquenos Asociados for Community Organization (PACO)	\$ 7,000.00	\$ 20,000.00
Salvation Army (Basic Needs)	\$ 7,350.00	\$ 21,000.00
Salvation Army (After School Program)	\$ 17,203.00	\$ 49,150.00
The Sharing Place	\$ 3,990.00	\$ 11,400.00
Suits for Success, Inc.	\$ 7,000.00	\$ 20,000.00
WomenRising, Inc. (Strong Foundations Program)	\$ 7,000.00	\$ 20,000.00
<b>TOTAL</b>	<b>\$304,519.00</b>	<b>\$870,054.00</b>

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

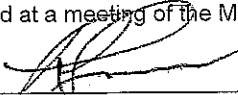
APPROVED §-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.764

Agenda No. 10.2.9

Approved: NOV 13 2013

TITLE:



## **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING ANNUAL ACTION PLANS TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE PURPOSE OF RETROFITTING 398 MARTIN LUTHER KING DRIVE**

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, on August 28, 2013, the Municipal Council adopted Resolution No. 13-577 authorizing an amendment to the 2010-2014 Consolidated Plan and multiple Annual Action Plans to re-program funds; and

**WHEREAS**, as part of Resolution No. 13-577, the Jersey City Employment and Training Commission (JCETC) was awarded \$250,000 for the purpose of retrofitting 398 Martin Luther King Drive to create a re-entry program designed to assist individuals returning from a correctional environment to successfully re-integrate into the community; and

**WHEREAS**, the City is desirous of cancelling the \$250,000 Community Development Block Grant (CDBG) allocation previously committed to the Jersey City Employment and Training Commission (JCETC) and award the funds to the Jersey City Redevelopment Agency (JCRA), owner of 398 Martin Luther King Drive, for the purpose of retrofitting the property for the JCETC; and

**WHEREAS**, due to unanticipated costs an additional \$250,000 is needed for this project which brings the total costs for retrofitting the property to \$500,000; and

**WHEREAS**, the full allocation of \$500,000 will be awarded to the Jersey City Redevelopment Agency (JCRA) instead of the Jersey City Employment and Training Commission (JCETC) to make the necessary improvements to the property for the Jersey City Re-Entry Hub Program.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or Business Administrator is hereby authorized to execute an agreement with the Jersey City Redevelopment Agency (JCRA) for the purpose of retrofitting 398 Martin Luther King Drive to house the Jersey City Employment and Training Commission (JCETC) Re-Entry Program and to execute amendments and modifications to the agreement as deemed necessary by the Division of Community Development (DCD).

**BE IT FURTHER RESOLVED**, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING ANNUAL ACTION PLANS TO RE-PROGRAM COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE PURPOSE OF  
RETROFITTING 398 MARTIN LUTHER KING DRIVE**

**SUMMARY OF REPROGRAMMED ACCOUNT**

VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
Jersey City Redevelopment Agency (JCRA)	398 Martin Luther King Drive	\$500,000.	55-200-56-851-511	111739

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$500,000 are available in the above accounts.



Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

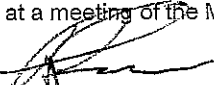
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

## LEGISLATIVE FACT SHEET

This summary sheet is to be attached to any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

### FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING ANNUAL ACTION PLANS TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE PURPOSE OF RETROFITTING 398 MARTIN LUTHER KING DRIVE

### NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:

Darice Toon, Director, Division of Community Development – 201-547-5304

### DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:

Reprogramming CDBG funds to retrofit the program space for the purpose of a re-entry program to assist individuals returning from correctional environments for successful re-integration into primarily low/moderate communities.

### ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:

Program will provide clinical, social services and job readiness skills to former incarcerated individuals.

### COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):

\$500,000

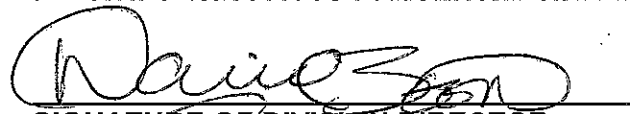
### IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:

November 2013

### ANTICIPATED COMPLETION DATE:

October 2014

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DIVISION DIRECTOR

11/6/13  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

11/7/13  
DATE

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.765

Agenda No. 10.Z.10

Approved: NOV 13 2013

TITLE:



## **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE 2010-2014 CONSOLIDATED PLAN AND FY2013 ANNUAL ACTION PLAN TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, on April 21, 2010 the Municipal Council adopted Resolution No. 10-239 authorizing the submission of the 2009-2014 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, on March 28, 2013 and August 28, 2013, respectively, the Municipal Council adopted Resolution Nos. 13-214 and 13-578 authorizing the submission of the City's Annual Application and Action Plan and entering into program contracts for HUD Entitlement Grants for Fiscal Year 2013; and

**WHEREAS**, the City is desirous of reallocating \$244,000 in Community Development Block Grant (CDBG) funds reprogrammed from fiscal year 2013; and

**WHEREAS**, the City is desirous of re-allocating CDBG funds as detailed on the attached page.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or Business Administrator is hereby authorized to execute agreements with organizations identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

**BE IT FURTHER RESOLVED**, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 13.765  
Agenda No. 10.Z.10 NOV 13 2013

Pg.# 2

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND FY2013 ANNUAL  
ACTION PLAN TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) FUNDS**

**EXHIBIT A**

Description			
<b>Jersey City Redevelopment Agency (JCRA)</b> 66 York Street, 2 <sup>nd</sup> Floor Jersey City, NJ 07302			
<b>Project Address:</b> 326-330 Martin Luther King Drive (Proposed Use: Expansion of Pioneer Supermarket) Jersey City, NJ 07305			
418-420 Communipaw Avenue (Proposed Use: Affordable Housing Development) Jersey City, NJ 07304			
The City has earmarked \$250,000 for the demolition of vacant properties. <b>Reprogram \$244,000 from the following account(s):</b>			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
2013	DCD Demolition Account	\$244,000	N/A

City Clerk File No. Res. 13.765Agenda No. 10.Z.10 NOV 13 2013

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND FY2013 ANNUAL  
ACTION PLAN TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) FUNDS**

**SUMMARY OF REPROGRAMMED ACCOUNTS**

VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
Jersey City Redevelopment Agency (JCRA)	326-330 MLK Drive and 418-420 Communipaw Av.	\$244,000.	55-200-56-851-515	111703

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$244,000 are available in the above account.



Donna Mauer  
Chief Financial Officer

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

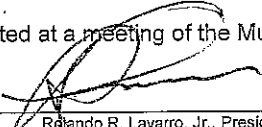
APPROVED 8-0

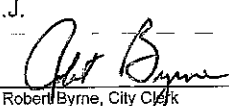
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Rolando R. Lavarro, Jr., President of Council

  
 Robert Byrne, City Clerk

## **LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

### **FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE 2010-2014 CONSOLIDATED PLAN AND FY2013 ANNUAL ACTION PLAN TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

### **NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

Darice Toon, Director, Division of Community Development – 201-547-5304

### **DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

Demolition of vacant properties to allow for expansion of supermarket and development of affordable housing.

### **ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Expansion of Pioneer Supermarket and development of affordable housing in low/moderate income area.

### **COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

\$244,000

### **IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

December 2013


### **ANTICIPATED COMPLETION DATE:**


November 2014

**I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.**

  
SIGNATURE OF DIVISION DIRECTOR

  
SIGNATURE OF DEPARTMENT DIRECTOR

  
DATE

  
DATE

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.766

Agenda No. 10.Z.11

Approved: NOV 13 2013

TITLE:



## RESOLUTION AUTHORIZING A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) FOR A \$500,000 LOAN FOR THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM

**COUNCIL** offered and moved adoption of the following Resolution:

WHEREAS, the Jersey City Redevelopment Agency [JCRA] is the owner of certain property located at a portion of the property known as 363 Martin Luther King Drive, within the Martin Luther King Drive Redevelopment Plan Area [Property]; and

WHEREAS, the Property is presently vacant and in need of capital improvements so that it can be occupied; and

WHEREAS, the Jersey City Employment and Training Program, Inc., a 501(c)(3) non-profit entity [JCEPT], desires to enter into a lease of the Property from the JCRA, provided certain renovations are completed to make the Property suitable for on-site training, a community outreach service; and

WHEREAS, the renovation of the Property will also advance and implement the purposes of the Martin Luther King Drive Redevelopment Plan Area;

WHEREAS, the JCRA will receive Community Development Block Grant [CDBG] funds to pay for the cost of the renovations, at an estimated cost of \$500,000; and

WHEREAS, because CDBG funds are provided on a reimbursement basis only, the JCRA's renovation plan may require a short term loan from the City of Jersey City, pending reimbursement to the JCRA under its CDBG agreement; and

WHEREAS, pursuant to NJSA 40A:12A-22(o), the City of Jersey City is authorized to assist the JCRA in its implementation of any redevelopment plan by providing it with financial support, including a loan; and

WHEREAS, the renovation of the Property is also the best interests of the neighborhood and generally, the City of Jersey City; and

WHEREAS, there are sufficient funds available in Account #04-215-55-899-990 to pay for the cost of the within resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. the Mayor or Business Administrator is authorized to execute:
  - (a) A Cooperation Agreement with the Jersey City Redevelopment Agency whereby the City will provide the JCRA with a no interest loan of up to \$500,000 for a period not to exceed 6 months to fund the property renovations at a portion of the property known as 363 Martin Luther King Drive and to otherwise enable the JCRA to implement the Martin Luther King Drive Redevelopment Plan Area; and



City Clerk File No. Res. 13.766Agenda No. 10.Z.11 NOV 13 2013

TITLE: RESOLUTION AUTHORIZING A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY (JCRA) FOR A \$500,000 LOAN FOR THE JERSEY CITY EMPLOYMENT AND TRAINING PROGRAM

- (b) Such other documents, necessary or appropriate to effectuate the implementation of the within Resolution.

2. The cooperation agreement shall be in substantially the form attached, subject to such modifications as the Business Administrator and Corporation Counsel, deem appropriate or necessary. All agreements and documents shall be approved by the Corporation Counsel prior to execution.

Donna Mauzer certify that sufficient funds are available for payment of this Resolution in Account #04-215-55-899-990.

Donna Mauzer  
DONNA MAUER  
Chief Financial Officer

JM/he  
11/12/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.767

Agenda No. 10.Z.12

Approved: NOV 13 2013

TITLE:



## RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR HOUSING COUNSELING SERVICES

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the City of Jersey City (City) desires to award a contract for housing counseling and training services for first time homebuyers; and

**WHEREAS**, N.J.S.A. 40A:11-4.1(b)(2) authorizes the City to use competitive contracting to award a contract for "the operation, management, or administration of recreation or social services facilities or programs"; and

**WHEREAS**, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1 et seq;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq is authorized for awarding a contract for housing counseling services.

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

*[Signature]*  
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

*[Signature]*  
Corporation Counsel

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

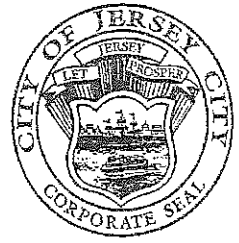
Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]*  
Rafael R. Lavarro, Jr., President of Council

*[Signature]*  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.768  
Agenda No. 10.Z.13  
Approved: NOV 13 2013  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO HUGH McGUIRE, Jr. M.A.I., C.R.E. OF McGUIRE ASSOCIATES LLC TO PROVIDE REAL ESTATE APPRAISAL SERVICES FOR ONGOING LITIGATION RELATED TO THE SPECTRA PIPELINE**

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City (the "City") is engaged in ongoing litigation related to the taking by Spectra Energy Corporation and its subsidiaries (collectively, "Spectra") of multiple properties in which the City holds a variety of interests; and

**WHEREAS**, the City requires professional real estate appraisal services to determine the fair market values of twenty-five (25) affected properties; and

**WHEREAS**, due to the nature of the ongoing litigation, the relevant real estate appraisals are substantially more complex and work-intensive than traditional appraisals; and

**WHEREAS**, Hugh McGuire, Jr., M.A.I., C.R.E. of McGuire Associates, LLC (the "Consultant"), an appraiser qualified to perform these services, has agreed to perform the services pursuant to a negotiated agreement with the City; and

**WHEREAS**, the City is awarding this contract as an open-end contract with the minimum number of appraisals to be set at zero (0) appraisals, and the maximum number of appraisals not to exceed twenty-five (25) appraisals or review appraisals of the properties; and

**WHEREAS**, the cost for each appraisal during the one-year term of the contract shall be \$2,000 with the cost of a review appraisal \$500; and

**WHEREAS**, the total contract amount shall not exceed the sum of \$50,000; and

**WHEREAS**, appraisal services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the City's Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, the Consultant has completed and submitted a Business Entity Disclosure Certification, which certifies that it has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the Consultant from making any reportable contributions during the term of the contract; and

**WHEREAS**, the Consultant has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the Consultant has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-138 adopted on September 3, 2008.

**WHEREAS**, funds in the amount of \$50,000 are available in Account No.: 13-01-201-20-155-312; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection; and

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.768

Agenda No. 10.Z.13

Approved: NOV 13 2013

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO HUGH McGUIRE, Jr. M.A.I., C.R.E. OF McGUIRE ASSOCIATES LLC TO PROVIDE REAL ESTATE APPRAISAL SERVICES FOR ONGOING LITIGATION RELATED TO THE SPECTRA PIPELINE**

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached, with Hugh McGuire, Jr. M.A.I., C.R.E. of McGuire Associates, LLC for the provision of real estate appraisal services.
2. This contract award is made as an open-end contract with a minimum of zero appraisals and a maximum of 25 appraisals.
3. The cost of each appraisal shall be \$2,000 with the cost of a review appraisal \$500.
4. The total amount of the contract shall not exceed \$50,000.
5. The contract term shall be one (1) year commencing on the date that the contract is executed by City officials.
6. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
7. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of the resolution.
8. The award of this contract shall be subject to the condition that McGuire Associates, LLC, provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.
9. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I, \_\_\_\_\_, Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$50,000, are available in Account No.: 13-01-201-20-155-312. P.O. #111740

  
Donna Mauer, Chief Financial Officer

JW/JM/he  
11/12/13

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

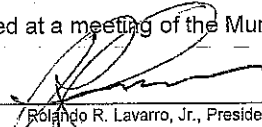
APPROVED 8-0

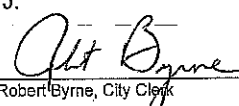
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Rolando R. Lavarro, Jr., President of Council

  
Robert Byrne, City Clerk

## AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Jersey City, a Municipal Corporation of the State of New Jersey (hereinafter referred to as "City") and Hugh McGuire, Jr., M.A.I., C.R.E. of McGuire Associates, LLC, 547 Summit Avenue, Jersey City, NJ 07306 (hereinafter referred to as "Consultant").

**WHEREAS**, the City of Jersey City (the "City") is engaged in ongoing litigation related to the taking by Spectra Energy Corporation and its subsidiaries (collectively, "Spectra") of multiple properties in which the City holds a variety of interests;

**WHEREAS**, the City thus requires professional real estate appraisal services to determine the fair market values of twenty-five (25) affected properties;

**WHEREAS**, given the nature of the instant matter, the relevant real estate appraisals are substantially more complex and work-intensive than traditional appraisals; and

**WHEREAS**, appraisal services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, this Agreement was authorized by Resolution \_\_\_\_\_ approved on \_\_\_\_\_, 2013

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### ARTICLE I

#### Purpose of Agreement

The purpose of this Agreement is for Consultant to provide real estate appraisal reports for various properties as requested by the City.

### ARTICLE II

#### Scope of Services and Term

1. Consultant shall perform for the City all the required services in accordance with this Agreement.

2. Such described services shall be performed during a period of one (1) year commencing on the date this Agreement is executed by the City.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant above the amount stated in Article IV of this Agreement shall require the prior authorization of the governing body of the City.

4. This is an open-end contract. The minimum number of appraisals that the City will order is zero (0), and the maximum number is twenty-five (25).

5. With respect to the appraisals described in (4), Consultant may be required to meet or otherwise liaise with City officials and representatives.

6. The terms of this agreement do not include or cover Consultant's preparation for or participation in any Court proceedings in relation to the aforesaid litigation.

### ARTICLE III Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent Consultant and shall not act as an agent or employee of the City. As an independent Consultant, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted practices in the industry.

### ARTICLE IV Compensation and Payment

In exchange for performing the services described in Article II herein, Consultant shall receive payment as follows:

<b>Number Appraisals</b>	<b>of</b>	<b>Appraisal (each)</b>	<b>Price</b>
1-25		\$2,000	

The total cost of the contract shall not exceed the sum of \$50,000.00. Compensation shall be payable upon submission and verification of invoices for completed appraisal reports.

Consultant understands that invoices must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3) weeks.

ARTICLE V  
Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract:

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Consultant Coverages - covering as insured Consultant with not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, servants shall be named as additional insured.

B. Professional Liability Insurance: covering as insured the Consultant with not less than one million dollars (\$1,000,000) Limit of Liability. Said policy shall include an endorsement whereby the Consultant indemnifies and holds harmless the CITY, its respective employees from all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the Consultant or any one employed by the Consultant. This policy must be written on an Occurrence form. A Claims Made form is unacceptable.

C. Automobile Liability Coverage: covering as insured Consultant with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

D. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Consultant in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

2. Consultant agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work. Consultant shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the period of the consulting contract. Professional Liability Insurance shall remain in effect for a period of two (2) years after the completion of Consultant's work.

ARTICLE VI  
Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE VII  
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE VIII  
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE IX  
Counter-parts

This Agreement shall be executed in two counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE X  
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.



ARTICLE XI  
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

ARTICLE XII  
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence

ARTICLE XIII

Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

McGuire Associates, LLC  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Administrator  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE XIV  
New Jersey Business Registration Requirements

The Consultant shall provide written notice to its subConsultants of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the contract is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subConsultant or supplier used in the fulfillment of the contract, or shall attest that no subConsultants were used.

For the term of the contract, the Consultant and each of its affiliates and a subConsultant and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

#### ARTICLE XV

##### City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance, Section 3-51.1 of the City Code. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

#### ARTICLE XVI

##### Political Contribution Prohibition

This contract has been awarded to the contractor based on the merits and abilities of the contractor to provide the goods or services described herein. The contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

#### ARTICLE XVII

##### Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271) if the Contractor receives

contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

ATTEST:

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

CITY OF JERSEY CITY

\_\_\_\_\_  
ROBERT KAKOLESKI  
Acting Business Administrator

ATTEST:

MCGUIRE ASSOCIATES, LLC

\_\_\_\_\_  
DF  
8-19-13

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.769  
Agenda No. 10.Z.14  
Approved: \_\_\_\_\_  
TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM

**COUNCIL**  
adoption of the following resolution:

offered and moved

**WHEREAS**, N.J.S.A.-52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

**WHEREAS**, the Houston Galveston Area Council (HGAC) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

**WHEREAS**, the HGAC has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

**WHEREAS**, the City desires to join the HGAC Cooperative Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the HGAC-Buy Cooperative Purchasing System.
2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provision of the revised statutes of the State of New Jersey.

APPROVED: Jerome Cole

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



## INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.:

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \*

\_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \*

### WITNESSETH

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on \* \_\_\_\_\_ (Date), and that it desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

#### **ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

#### **ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

#### **ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

#### **ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \* \_\_\_\_\_ and ends \* \_\_\_\_\_. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

#### **ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through [HGACBuy.com](http://HGACBuy.com) and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

#### **ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

#### **ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

#### **ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

#### **ARTICLE 11: VENUE**

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:**

\*  
\_\_\_\_\_  
Name of End User (local government, agency, or non-profit corporation)

\*  
\_\_\_\_\_  
Mailing Address

\*  
\_\_\_\_\_  
City State ZIP Code

\*By: \_\_\_\_\_  
Signature of chief elected or appointed official

\*  
\_\_\_\_\_  
Typed Name & Title of Signatory Date

**Houston-Galveston Area Council**  
3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director

Attest: \_\_\_\_\_  
Manager

Date: \_\_\_\_\_

\*Denotes required fields

## \*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed form to **H-GAC, Cooperative Purchasing Program,**  
**P.O. Box 22777, Houston, TX 77227-2777.**

Name of End User Agency: CITY OF JERSEY CITY County Name: HUDSON  
(Municipality/County/District/etc.)  
Mailing Address: 280 GROVE STREET JERSEY CITY N.J. 07302  
(Street Address/P.O. Box) (City) (State) (ZIP Code)  
Main Telephone Number: 201 547 5000 FAX Number: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
(Street Address, if different from mailing address) (City) (State) (ZIP Code)  
Web Site Address: same as above

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
(Point of Contact for HGACBuy Interlocal Contract)  
Mailing Address: \_\_\_\_\_ Ph No.: \_\_\_\_\_  
(Street Address/P.O. Box) Fx No.: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
(City) (State) (ZIP Code)

Authorized Official: \_\_\_\_\_ Title: \_\_\_\_\_  
(Mayor/City Manager/Executive Director etc.)  
Mailing Address: \_\_\_\_\_ Ph No.: \_\_\_\_\_  
(Street Address/O.O. Box) Fx No.: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
(City) (State) (ZIP Code)

Official Contact: PETER FOLGADO Title: PURCHASING AGENT R.P.P.O. PA  
(Purchasing Agent/Auditor etc.)  
Mailing Address: 1 JOURNAL SQUARE PLAZA Ph No.: 201 547 - 4896  
(Street Address/O.O. Box) Fx No.: 201 547 - 6585  
Jersey City NJ 07307 E-Mail Address: PETER.F.FOLGADO@JC.NJ.ORG  
(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
(Public Works Director/Police Chief etc.)  
Mailing Address: \_\_\_\_\_ Ph No.: \_\_\_\_\_  
(Street Address/O.O. Box) Fx No.: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
(City) (State) (ZIP Code)

Official Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
(EMS Director/Fire Chief etc.)  
Mailing Address: \_\_\_\_\_ Ph No.: \_\_\_\_\_  
(Street Address/O.O. Box) Fx No.: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
(City) (State) (ZIP Code)

\* denotes required fields




CITY OF JERSEY CITY  
Fire Headquarters  
465 Marin Boulevard  
Jersey City, NJ



INTERDEPARTMENTAL MEMORANDUM

To: Robert Kakoleski, Acting Business Administrator  
Municipal Council

From: Jerome Cala, Assistant Director of Public Safety 

Date: October 31, 2013

Re: Houston-Galveston Area Council Cooperative Purchasing System

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The Fire Division is requesting the opportunity to participate in the Houston-Galveston Area Council Cooperative Purchasing System (HGAC Buy). If this request is approved, it will expedite the purchasing process not only for the Department of Public Safety, but all the city departments.

The advantages of participating the HGAC Buy are:

1. Expedited procurement
2. Volume purchasing discounts
3. Research and development of technical specification by HGAC Buy
4. Contract administration by HGAC Buy

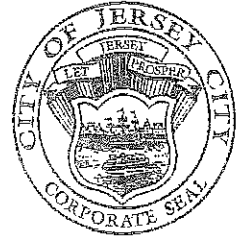
Municipalities, City, County and State agencies, as well as schools, colleges and universities have successfully participated in the program for many years.

Most recently, the cities of Clifton and Belleville, New Jersey have purchased fire apparatus under this program.



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 13.769  
Agenda No. 10.Z.14  
Approved: NOV 13 2013  
TITLE:



## RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM

### COUNCIL

offered and moved

adoption of the following resolution:

**WHEREAS**, N.J.S.A.-52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

**WHEREAS**, the Houston Galveston Area Council (HGAC) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

**WHEREAS**, the HGAC has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

**WHEREAS**, the City desires to join the HGAC Cooperative Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the HGAC-Buy Cooperative Purchasing System.
2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provision of the revised statutes of the State of New Jersey.

APPROVED: Jerome Cole

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Raulo R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk